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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Dr. Ranger's Knighthood.

THE LEGAL profession will see with pleasure the announcement that the King has conferred the honour of knighthood on Dr. RANGER, who has long been well known as a member of the firm of Messrs. RANGER, BURTON, & FROST, and who has carried on his legal work, and also much philanthropic work as well, under the disability of blindness. That that disability does not prevent success in life has been shewn by many conspicuous examples—the best-known case of recent years was that of HENRY FAWCETT, who was as successful as Postmaster-General as in political and professorial work generally; and it must be one of the consolations of those who struggle against this handicap that they have had such illustrious predecessors in misfortune. We heartily congratulate Dr. RANGER on his honour.

The Trinity Cause Lists.

THE cause lists for the next sittings do not shew that the Courts will be overburdened with work. The total in the Court of Appeal list is 118, as against 119 at the same time a year ago; the total in the Chancery Division is 189, as against 162 a year ago; and in the King's Bench Division 398, as against 234. Thus the improvement in the King's Bench work which has been noticed recently is maintained, and here the business is distinctly better than it was earlier in the war; but all the figures are somewhat less than at the commencement of last sittings.

An Increase in Solicitors' Fees.

WE HAVE got accustomed to most things going up in price. The last item which has attracted public notice is the increase in the cost of season tickets. And those whose incomes have increased under war conditions have no reason to be dissatisfied. But increase of prices coupled with stationary, or perhaps declining, incomes is less satisfactory, and we are glad to call attention to the new rule as to costs, which we print elsewhere. The effect is that in party and party and solicitor and client taxations, and also in taxations under or pursuant to the Solicitors Act, 1843, the total of the fees (as distinct

from payments) in respect of business done in any cause or matter in the Supreme Court after 31st December, 1917, will be increased by 20 per cent.; but the increase will not apply to remuneration under the Solicitors' Remuneration Act, 1881. Nor will it affect the power to direct payment of a lump sum for costs. We believe that this change—which is for the period of the war and thereafter until such date as the Lord Chancellor shall appoint—is due to a communication made to the Lord Chancellor by the Council of the Law Society, with the approval of the Associated Provincial Law Societies.

The New County Court Rules.

WE PRINT elsewhere a set of new County Court Rules. Ord. 7, r. 6, provides for the issue of successive summonses where service has not been effected in sufficient time before the return day, but no successive summons can be issued on a plaint after three months from the date of entry. This, we gather, has been found to cause hardship to creditors in cases where debtors are abroad on military service, and the first of the new rules gives the registrar power to grant extensions if he is satisfied that the circumstances are suitable. By rule 2 of the new rules, ord. 7, r. 30, which provides for the issue of successive default summonses, is redrafted so as to correspond with the language of rule 1 of the new rules. The third rule varies ord. 7, r. 33A, so as to extend the right of the plaintiff to recover the sum paid to the high bailiff under that rule. By new rule 5 a reference to section 84 of the County Courts Act, 1888, as well as to section 74, is introduced into ord. 26, r. 1, so as to make it clear that section 84, relating to the Metropolitan Courts, applies to garnishee summonses.

Review of Taxation.

With regard to new rules 6, 7 and 8, the Explanatory Memorandum issued with the rules states as follows:—

> "There appears to be a difference of opinion between registrars of experience as to whether it is or should be made a condition precedent to an application to the judge to review a taxation of costs under section 118 of the County Courts Act that objections to the taxation should first have been carried in before the registrar.
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> "It is the rule in the High Court that objections should first have been carried in before the taxing master (see R.S.C., ord. 65, r. 27 (39), and the notes thereto in the Annual Practice); but there is no corresponding rule in the county courts.
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> "To set the matter at rest, Ord. 53, rr. 5, 6, and 47, have been accordingly revised and put together as rules 47 to 49. Rules 47 and 48 provide for objections and review before the registrar, while rule 49 provides for review by the judge, and expressly provides that a review may be applied for without objections having been previously carried in; but, as it is certainly convenient that the registrar should have the opportunity of hearing objections and reviewing his taxation before the matter is taken to the judge, paragraph 6 provides that, where this is not done, the judge may either hear the application or refer the matter to the registrar, and postpone his decision till the report is received, and may in either case, when dealing with the costs of the application to review, have regard to the fact that objections were not in the first instance carried in before the registrar."

The rules as now issued appear to settle the practice upon a convenient and clear basis. Rule 9 provides that, during the war and for six months after, notice of change of solicitor under ord. 54, r. 6, may be given at any time before, or at the time when, an action or matter is called on for hearing. This has been framed in consequence of representations made to the Rule Committee that in the present shortness of staff it is difficult for a solicitor engaged in a case to know whether he will be able to attend the court, and to give forty-eight hours' notice of change of solicitor, as required by the present rule.

The New Statutes.

THE SHORT list of statutes which received the Royal Assent before Parliament adjourned includes the Defence of the Realm (Food Profits) Act and the Workmen's Compensation (Illegal Employment) Act. The former Act consists of a single substantive section, and provides that where a person has sold goods at a price in excess of the maximum allowed by the Food Controller, he shall, in addition to any other penalty to which he may be liable, forfeit a sum equal to double the amount of the excess; and in any proceedings taken to recover the sum the Court may order an account to be taken in like manner as if it had been money had and received for the account of the Crown. The prosecutions undertaken by the Food Controller's Department have hitherto been usually under the Food Hoarding Order, and have, we believe, been characterized by a good deal of inequality in the fines imposed; in many cases these have appeared excessive. No doubt the Food Orders have to be obeyed, but harsh and unequal sentences do a good deal to make them unpopular, and we are not sure that magistrates have always recognized the difficulties inherent in the system of food control. The sale of goods at prices in excess of the maximum is already subject to penalties under the Defence of the Realm Regulations, but apparently this has not been found in practice to be a sufficient deterrent, and the prospect of forfeiture of double the amount of the excess profit should prove efficacious. The Workmen's Compensation (Illegal Employment) Act is intended to overrule *Pountney* v. *Turton* (*ante*, p. 159), and to prevent a workman being necessarily deprived of compensation because his employment is illegal. Whether he will be so deprived will be a question for the discretion of the arbitrator.

Denaturalization.

THE BILL which has been introduced by the Home Secretary to provide for the revocation of certificates of naturalization substitutes by clause 1 a new section for section 7 of the British Nationality and Status of Aliens Act, 1914. That provided only for revocation in cases where the certificate had been obtained by false representation or fraud, and this provision is repeated in the new section. But it is now proposed that the Secretary of State shall have power to revoke a certificate where he is satisfied, after an inquiry, that the person to whom the certificate was granted (*a*) has shown himself "by overt act or speech" to be disloyal to His Majesty; or (*b*) has within five years from the grant of the certificate been sentenced to not less than twelve months' imprisonment or to penal servitude; or (*c*) was not of good character at the date of the grant of the certificate; or (*d*) has since the grant of the certificate been for not less than seven years ordinarily resident out of His Majesty's Dominions (this is subject to certain limitations which need not be specified here); and that in any case the continuance of the certificate is not conducive to the public good. The inquiry is to be held by a committee appointed by the Secretary of State, presided over by a person who holds or has held high judicial office, and to be conducted in such manner as the Secretary of State directs, or the inquiry may be referred by the Secretary of State to the High Court. When a certificate is revoked the Secretary of State may (and we should think always would) order the certificate to be given up and cancelled, and any person refusing or neglecting to give up his certificate is to be liable on summary conviction to a fine not exceeding £100. This repeats the existing provision in the Act of 1914. The expression "by overt act or speech" appears to be either ambiguous, or, if it is to be taken literally, not sufficiently sweeping, and we think there should be substituted for it "by words (written or spoken), by conduct or in any other way." Then it seems to us to be undesirable to fetter the Secretary of State's power to revoke a certificate by requiring a preliminary inquiry in all cases. Such an inquiry would entail delay, and where the disloyalty is patent appears not to be necessary. It would seem to be better to give the Secretary of State an unfettered power to order the revocation of a certificate on any of the grounds above-mentioned, but to make the order subject to an appeal, within a limited short time, to such a committee as above referred to, or to some other suitable tribunal.

Section 41 of the Trade Marks Act, 1905.

SECTION 41 of the Trade Marks Act, 1905, provides that in all legal proceedings the original registration of a trade-mark shall, after the expiration of seven years, be taken to be valid in all respects "unless such original registration was obtained by fraud or unless the trade-mark offends against the provisions of section eleven of this Act." Section 11 is as follows:

It shall not be lawful to register as a trade-mark any matter the use of which would, by reason of its being calculated to deceive or otherwise, be disentitled to protection in a court of justice, or would be contrary to law or morality, or any scandalous design." As anything contrary to law or morality and scandalous designs are alike disentitled to protection in a court of justice, the concluding part of the section is either surplusage or is intended to shew that "otherwise" is not meant to be taken in the widest possible sense. EVE, J., has held on two occasions that if a trade-mark is properly registered in the first instance, the fact that subsequent events have placed it in such a position that an application to register it now would fail, this does not prevent the trade-mark being entitled to the protection of section 41, so that after seven years it cannot be removed from the register; but in *Wigfull* v. *Jackson* (33 R. P. C. 97; 1916, 1 Ch. 213) NEVILLE, J., held that the decisions of EVE, J., did not apply to a case where, at the time of the original registration of the mark, it was not entitled to protection in a court of justice because it was an attempt by an individual trader to monopolise a device which was the common property of the public. This has been followed by ASTBURY, J., in the recent case of the *Imperial Tobacco Co.* v. *De Pasquali & Co.* There the plaintiffs were the registered proprietors of two trade-marks; one registered in 1885 for cigarettes, and consisting in the words "Regimental Cigarettes," and the other registered in 1908 for manufactured tobacco, and consisting in the word "Regimental." Their action was to restrain the defendant from selling cigarettes as "The Regiment Cigarettes." The defendant moved to expunge the trade-marks from the register. ASTBURY, J., made an order to expunge the trade-marks, saying that the decision of NEVILLE, J., in substance applied; and that "regimental" was a common and descriptive expression which existed at the respective dates when the two trade-marks were registered, although not so widely made use of as at the present time. It does seem hard measure that a trade-mark, which has been on the register for upwards of thirty years, should be removed now, although it has been heretofore unchallenged, and although there was apparently no opposition to its registration, or, if there was, it must have failed. Section 41 was intended to give a protection to trade-marks which have been on the register for over seven years. But this protection, if any, appears to be of a most illusory character. It is a regrettable fact that, whereas the Trade Marks Acts were intended to benefit trade-mark owners, the tendency of the courts is to whittle down the benefits intended to be conferred.

Quantum Meruit.

THE Court of Appeal has affirmed *Re Beckett* (*Times*, 24th ult.), a case on which we commented when it was decided in the court below. Put briefly, the point in the case was this: The plaintiffs brought an action about the sale of certain property of which they were trustees, and employed a certain solicitor to act for them. The action was compromised on terms approved by Mr. Justice EVE. The sale, as sanctioned by the judge's order, was afterwards carried out by another firm of solicitors not concerned in this case. Later on, when the costs of the compromised action came to be taxed, the trustees discovered that the solicitor whom they had retained had never taken out the writ himself, but had employed another firm of solicitors to take it out and to carry through all the legal steps in the compromised action. They at once refused to recognize this firm or to pay their costs, on the ground of "no retainer." The reply was: We did the work, of which you have taken the benefit, and we claim on a *quantum meruit*. But the doctrine of *quantum meruit* only applies when the relationship of the parties implies a promise and a consideration. The acceptance of a benefit is only good consideration to support an implied promise to pay for it on the part of the acceptor, when the latter was a free agent and could have declined to accept. Here he did not know of the work done, and could not have refused to accept the benefit. So the Court of Appeal could see no basis for an implied promise to pay.

Certificate to Practise Under the Bar.

WE ARE inclined to think that very few of our legal practitioners have any notion of what is meant by practising "under the Bar." But by the Consolidated Regulations of the Inns of Court a student who is qualified to be called to the Bar may, with the permission of the Benchers, practise under the Bar, such permission to be granted for one year only, but renewable annually. Special pleading before the Common Law Procedure Acts of 1852 and 1854 was a difficult and technical art, and those who devoted themselves to the study and practice of it were known as "special pleaders." The privilege of pleading under the Bar gave the holder, in the days of modest fees, permission to draw a pleading, and to write an opinion, for a fee of less than a guinea. The special pleaders, for some years after the Common Law Procedure Acts, were a familiar class of practitioners, who passed a great part of their lives in chambers, attended the hearing of judges' summonses, took pupils and wrote learned opinions, but did not go into court or wear wigs and gowns, and were not eligible for the honours of the profession. With the arrival of the Judicature Acts the preparation of written pleadings became less and less of a work of art; the separate vocation of the pleader ceased to be recognised, and vacancies in their ranks ceased to be filled up. Applications to be called "within the Bar" as King's Counsel have become during the war extremely rare, but applications to be admitted "below the Bar" are now wholly unknown, and the "Law List" for 1918 shews that the fraternity of pleaders is represented by one member only, and that member not resident in London. The literary labours of deceased pleaders will not, however, be soon forgotten. The works of Chitty and Stephen on Pleading may still be consulted, to say nothing of that invaluable work, Bullen and Leake's Precedents of Pleading. But an age of big fees and refreshers has no room for a calling intermediate between that of barrister and solicitor, and the disappearance of pleaders seems to have attracted the least possible notice.

The Liquor Control Board and Compensation.

THE decision of YOUNGER, J., in *Cannon Brewery Co.* v. *Central Control Board* (*Liquor Traffic*) (61 SOLICITORS' JOURNAL, p. 709), was based upon the broad view of the effect of the statutory power under which the Central Control Board can acquire licensed premises "either compulsorily or by agreement," and he held that this power necessarily implied that the premises so acquired should be paid for. In this he has been upheld by the unanimous judgment of the Court of Appeal (*Times*, 17th inst.), though there was a difference of opinion as to the legal mode of assessing the payment. The majority (SWINFEN EADY, M.R., and EVE, J.) agreed with YOUNGER, J., that the assessment must be under the Lands Clauses Act; BANKES, L.J., held that this mode was inapplicable, and that the function of assessment devolved upon the Court.

The matter starts with the Defence of the Realm (Amendment) (No. 3) Act, 1915, which authorized State control of the liquor trade during the war. "Where it appears to His Majesty that it is expedient for the purpose of the successful prosecution of the present war"—so runs section 1 (1)—"that the sale and supply of intoxicating liquor in any area should be controlled by the State," &c., then an Order in Council may define such area and apply to it Defence of the Realm Regulations made under the special powers of the Act. These powers are set out in section 2, and enable regulations to be made by Order in Council—

> "(b) for giving the prescribed Government authority power to acquire compulsorily or by agreement, and either for the period during which the regulations take effect or permanently, any licensed or other premises or business in the area, or any interest therein, so far as it appears necessary or expedient to do so for the purpose of giving proper effect to the control of the liquor supply in the area."

The Act was passed on 19th May, 1915, and an Order in Council under it was made on 10th June. It will be found at p. 563 of 59 SOLICITORS' JOURNAL. The "prescribed Government authority" was to be a Board to be called the Central Control Board (Liquor Traffic); the Board might sue and be sued, and was to have an official seal which should be officially and judicially noticed; and any property acquired by the Board was to be vested in two or more members of the Board as trustees. The mode of acquisition of premises was prescribed by Regulations 6 and 7 of the Order, and the material parts of these are as follows:—

> "6. Where the Board consider that it is necessary or expedient for the purpose of giving proper effect to the control of the liquor supply in the area, they may acquire compulsorily or by agreement, either for the period during which these Regulations take effect or permanently, any licensed or other premises in the area, or any interest in such premises" [or in lieu of acquiring an interest, they might take possession of the premises and use them for the sale or supply of intoxicating liquor].
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> "7. Where the Board determine to acquire compulsorily any premises or any interest therein, they shall serve on the occupier of the premises, and, if any person other than the occupier will be affected by the acquisition of the interest proposed to be acquired, also on any person who appears to the Board to be so affected, notice of their intention to acquire the premises, or such interest therein as may be specified in the notice, and where such a notice is served, the fee simple in possession of the premises, or such interest in the premises as aforesaid, shall, at the expiration of ten days from the service of the notice on the occupier, by virtue of these Regulations vest in the trustees for the Board, subject to or freed from any mortgages, rights, and interests affecting the same as the Board may by order direct."

The question of compensation was dealt with by an Order in Council of 2nd August, 1915, but as this followed the precedent of the War Compensation Commission appointed on 31st March, 1915, it is convenient to refer first to the terms of the reference to that Commission. This was a reference to inquire and determine "what sums (in cases not otherwise provided for) ought in reason and fairness to be paid out of public funds to applicants, who (not being subjects of an enemy State) are resident or carrying on business in the United Kingdom, in respect of direct and substantial loss incurred and damage sustained by them by reason of interference with their property or business in the United Kingdom through the exercise by the Crown of its rights and duties in the defence of the realm" (59 SOLICITORS' JOURNAL, p. 408). Similarly, the Order in Council of 2nd August appointed a Commission "to report what sums (in cases not otherwise provided for) ought in reason and fairness to be paid out of public funds to applicants, who (not being subjects of an enemy State) are resident or carrying on business in the United Kingdom, in respect of direct and substantial loss incurred by them by reason of interference with their property or business in the United Kingdom through the exercise by the prescribed Government authority of its powers under the Defence of the Realm (Amendment) (No. 3) Act, 1915" (59 SOLICITORS' JOURNAL, p. 693). This Commission is known as the Defence of the Realm Losses Inquiry Commission (Licensed Trade Claims).

Clearly, then, so far as the draftsmen were concerned, the whole scheme had been arranged with a view to sending the owners of requisitioned licensed premises before this second Commission to establish their claim to compensation, but on the footing that this was not a legal claim, but a payment to be made *ex gratia* out of public funds. There was the Act of Parliament, there were the regulations made under the Act, and there was the Commission to inquire as to losses suffered by reason of the interference of the prescribed authority under the powers thus conferred. But the draftsmen had not foreseen that in the statutory power to acquire premises "compulsorily or by agreement" the courts would imply that the acquisition must be for payment. This is necessarily involved in acquisition by agreement, and equally so in acquisition by compulsion; and the payment must be in pursuance of a legal liability, and not as an act of grace by the Government. Every basis, said the Master of the Rolls, for negotiating or arriving at an agreement would be taken away if, in default of agreement, the Government could acquire compulsorily and without any legal liability to pay for what it so acquired. And it will be noticed that the procedure contemplated by the establishment of the Losses Commission left all parties concerned—including mortgagees—at the mercy of the Commission, and also left the owner in the position of being liable to his mortgagees, although the security had gone. Of course, as mortgagors and mortgagees know only too well, the security may be deficient, even though realized in a legal way; but in that case there is at any rate a guarantee that the current value will, under ordinary circumstances, be realized. Under a payment by favour this guarantee is lacking, and in any case the expropriated owner is deprived of all legal rights. This result the Legislature can, no doubt, achieve, but to do so it must speak clearly. An intention to take away property without compensation is not to be imputed to the Legislature unless it is expressed in unequivocal terms: *Commissioners of Public Works (Cape Colony)* v. *Logan* (1903, A. C., p. 363).

The legal right of the expropriated owner to compensation being thus established, it remained to ascertain the tribunal of assessment. Where a special tribunal for assessing compensation has been established and then fails, it was held by ROMER, J., in *Bentley* v. *Manchester, Sheffield and Lincolnshire Railway Co.* (1891, 3 Ch. 222), that the assessment must be made by the Court; and it is clearly the same where the right exists, but no tribunal has been designated. Hence, if no other method were applicable in the present case, the remedy of the expropriated owner would be by action in the High Court against the Central Control Board, who, as pointed out above, are liable to be sued. And BANKES, L.J., held that this was in fact their remedy. But a more obvious course is to adopt the machinery of the Lands Clauses Act, if this is applicable, and whether it is applicable depends on the meaning of "undertaking" as used in the Act. The Act applies generally to public undertakings involving the acquisition of lands which are authorized by a special Act, and "undertaking" is defined to mean the "undertaking of whatever nature which shall by the special Act be authorized to be executed." The powers of carrying on the sale and supply of intoxicating liquor which are vested in the Central Control Board constitute the scheme under which is established an undertaking, and the carrying out of this scheme is the "execution" of the undertaking. The majority of the Court of Appeal held accordingly, affirming the decision of YOUNGER, J., that this was the current view, and that the compensation payable to a dispossessed owner is assessable under the Lands Clauses Act. We doubt whether this result was intended, or even contemplated, by those who were concerned with the drafting of the Defence of the Realm (Amendment) (No. 3) Act, 1915, or the regulations under it, or the reference to the Commission; but, on the other hand, there is a strong presumption against a scheme which involves the compulsory acquisition of property—not temporarily, but permanently—without legal compensation, and it is within the province of the courts not to recognize such a scheme unless compelled to do so by words too clear to dispute.

Overcrowded Railway Trains.

IT is ordinarily the duty of a carrier to carry the passenger for the contracted journey with due care and diligence, and to afford him reasonable accommodation in that behalf: *Readland* v. *The Midland Railway Co.* (L. R. 4 Q. B. 379); *Daniel* v. *The Metropolitan Railway Co.* (L. R. 2 H. L. 45). The degree of care and diligence thus required is to be measured, we consider, with reference to the ordinary incidents of a journey such as the journey contracted for, and by reference to that which may have been taken to have been in the contemplation of the parties when they entered into the contract of carriage. And we venture to submit, with considerable confidence, that the carrier's duty extends to the protection of the passenger from acts of his fellow passenger that may be reasonably foreseen and provided against; and that if the carrier put into the carriage a known lunatic, a known biting dog, a person known to have an infectious disease, or a man

or woman known to be intoxicated and quarrelsome (*Adderley* v. *The Great Northern Railway Co. of Ireland*, 1905, 2 I. R. 378), he will be held liable for any consequences likely to arise.

This being so, must it not follow that there is a dereliction of duty on the part of a railway company whenever it permits more than the specified number of passengers to enter any compartment of a carriage, much more when it allows them to remain there? To quote from a judgment of Lord SELBORNE, "In the present case there was no doubt negligence in the [railway] company's servants in allowing more passengers than the proper number to get" into the compartment at A, "and it may have been negligence if they [the servants] saw these supernumerary passengers, or if they ought to have seen them" at B, the next station, "not to have removed them. . . . They [the company] are bound to have a staff which would be able to prevent intending passengers getting in where the carriage was already full": *The Metropolitan Railway Co.* v. *Jackson* (3 App. Cas. 193, at p. 198). Lord BLACKBURN'S view is as explicit, and equally authoritative and valuable. "I think," his lordship says, "the plaintiff was entitled to be carried in a carriage with reasonable accommodation, and that there is evidence that at" A, the station where the supernumerary passengers entered the compartment, "either from there being too few officials, or from those officials neglecting their duty, too many passengers were put in the same carriage with him, and for any damage resulting therefrom he had a case to go to the jury" (S.C., at p. 209).

It thus being clear that an overcrowded compartment constitutes an act or omission on the part of the railway company, of which the law takes cognizance as a wrong, let us turn to one or two of the cases to see, and watch, the result of the litigation. We shall derive most enlightenment if we bring together and carefully compare two cases, one of which was reported and one not.

In the former case a passenger, seated in a compartment which had been already overcrowded at the previous station, got up to prevent some more persons, who rushed forward just as the train was starting and opened the door, getting in. The train started, and the passenger, to steady himself, placed his hand on the door. Just at that moment a porter pushed back the persons attempting to enter, and slammed the door to, with the result that the passenger's thumb was crushed. The House of Lords held that the railway company was not liable: *The Metropolitan Railway Co.* v. *Jackson* (*ubi sup.*). It was common ground that the company was negligent in permitting too many passengers to be in the compartment, but the company submitted that there was nothing in this negligence which connected itself with the accident which occurred, and the House held this submission correct. As Lord O'HAGAN tersely and neatly put it (at p. 205), there was nothing in the evidence which led to the conclusion that if at the previous station the supernumerary passengers had been kept from entering the compartment, or if, at that at which the accident happened, they had been excluded from it, the passenger would have escaped the mischief which unfortunately befell him.

It is important to remember this observation of Lord O'HAGAN, when we come to consider next the unreported case to which we have referred. It was a case on the northern circuit of damages for personal injury, and it was afterwards discussed in the Court of Appeal (HENN COLLINS, M.R., STIRLING and MATHEW, L.JJ.). From the newspaper report (*Hoyle* v. *The Lancashire and Yorkshire Railway Co.*, *Times*, 25th July, 1904) we understand that on the August Bank Holiday, 1903, a Mrs. HOYLE, accompanied by her husband and two children, was travelling on the defendants' railway. All the carriages were crowded, and for about thirty passengers, inclusive of Mrs. HOYLE'S party, standing accommodation was found in the guard's van. There was evidence that in a pushing towards the door upon the train stopping at her destination, the lady was pushed out of the van by some one of those behind her, and no doubt that she met with an accident in alighting. At the assizes the jury's verdict was in her favour, and the Court of Appeal held unanimously that there was evidence for them that the overcrowding was the cause of the accident. As the Master of the Rolls, in the course of his judgment, pointed out, the thirty passengers in the van were unprovided with seats, and some of them had sat down on the floor, and, in the state of things thus presented, it was reasonable to suppose that, when the train stopped, there would be the usual jolt, and, on the part of those who desired to alight, a natural movement towards the door, and thus a general shifting of position among the crowd in the van and a swaying to and fro; and these considerations amounted to evidence for the jury which filled up the gaps in the chain of causation—in other words, evidence that the overcrowding was indeed the natural cause of the mischief which unhappily befel this lady.

It would be difficult to find two more apt illustrations of the truth, so extraordinarily important in a professional point of view, that the averred negligence must be a *causa causans* of the averred accident. They may both be thought to be very near the line, and therefore more attractive, and perhaps they will call to mind the collision during the daytime of a brig with a barque off the Lizard many years ago, during which collision the main rigging of the barque was carried away, and shortly after which her fore and main masts went by the board. Towards evening, so the report says, the wind increased in strength, and the barque was eventually driven on shore, and some of her crew drowned. Now there was no doubt that the collision arose from the negligence of the brig, and thus the sole question was whether the collision could be, or could not be, connected by way of causation with the loss of life. The Court answered it could. The loss of the masts was the immediate result of the collision and the approximate cause of the wreck, and so the loss of life was the result of the collision: *The George and Richard* (L. R. 3 A. & E. 466). Or, to put it another way, the evidence shewed that the negligence in the navigation of the brig bore an actual and immediate relation to the fatal injury which happened, and, therefore, there was such a case as should be left to the jury.

But other truths, certainly in a layman's opinion much more interesting and probably equally astonishing, emerge from a consideration of these two railway cases. The companies issue tickets, and too often exhibit a masterly inactivity when overcrowding occurs; ticket-holders arriving just in time at a terminal station, or joining a train at an intermediate station, arrogate to themselves an imaginary right of accommodation in any event, and leave altruism and courtesy severely at home. On inquiry, a seated passenger finds himself, practically speaking, without any real remedy against the carrying company for the inconvenience and annoyance to which he is subjected, though it has clearly neglected a reasonable duty; and should any accident befall him he may find the case is one on the verge, and that he is, against a wealthy and unsentimental defendant, in the like difficulty as Mr. JACKSON; and he will rise from a conference with his counsel confirmed in the opinion that no human system is free from imperfections, and with an abiding sense that there still remain in this twentieth century many moral wrongs for which the law of England furnishes no legal remedy, or at best an uncertain one, and this notwithstanding such wrongs do cause loss or detriment, unhappiness or discomfort.

Is it too much to hope that when war urgencies can no longer be pleaded, and the warm sunlight once again shines joyously as of old, something will be done to reform the present supineness of a company, and to curb the unwarrantable presumption of a passenger? Whether it would be equitable for the Legislature to enact that whenever overcrowding has been allowed the presumption shall be that it is the cause of the accident happening to a passenger, we must leave for the consideration of the judicious reader.

[Want of space has prevented quotation of the cases following: *Drury* v. *The North-Eastern Railway Co.* (1901, 2 K. B. 322) and *Cohen* v. *The Metropolitan Railway Co.* (6 Times L. Rep. 146), upon a company's liability for crushed fingers; *Cobb* v. *The Great Western Railway Co.* (1894, A. C. 419) upon robbery of passengers' money by a gang of men entering com-

partment, overcrowding not natural consequence thereof. The criticism in the last case on *Pounder* v. *The North-Eastern Railway Co.* (1892, 1 Q. B. 385) must be attentively considered before that case, upon an assault of a passenger in a carriage with more than its full complement of passengers, is used.]

Treaties and Peace Negotiations.

(*Continued from page* 361.)

WE concluded our last survey of the progress of peace negotiations (*ante*, p. 361) with Lord LANSDOWNE's statement that he found in Count HERTLING's speech in the Reichstag of 25th February a perceptible advance to an understanding. That advance has been rudely checked by events which we may regret, but which it is no business of ours to discuss; but, apart from military operations, very much has been happening which bears upon the future settlement.

The Brest-Litovsk negotiations (*ante*, p. 304 *et seq.*) were a failure in consequence of the conflicting views taken by M. TROTSKY and Herr VON KUHLMANN as to the practical application of the doctrine of self-determination of small nations or parts of nations, and, since the latter had force behind him, his views prevailed. Hence the series of treaties which have for the time being transformed the political state of the territories which recently formed the borders of the Russian Empire. These are:—

1. The Ukraine Treaty, which was signed at Brest-Litovsk on 9th February between Germany, Austria-Hungary, Bulgaria, and Turkey on the one part and the Ukrainian People's Republic on the other part. This was based on the newly-declared independence of the Ukraine; it delimited, or provided for the delimitation, of the frontiers common to the Ukraine and any of the four Allied Powers; and it made economic arrangements under which there was to be reciprocal exchange, until 31st July of this year, of the surplus of the most important agricultural and industrial products; the quantities of the various products to be exchanged being settled by a Joint Commission. The treaty, however, has not stopped the troubles in the Ukraine. Apparently there are strong influences at work to maintain the Russian connection, and either to counter these, or to maintain public order, German military supremacy has been established. The Rada has been got rid of, and a "Hetman" appointed by the Germans.

2. The Russian Treaty, which was concluded at Brest-Litovsk on 3rd March between Russia and the same four Allied Powers, and was accepted later in the same month by a large majority at the Soviet Congress at Moscow. As LENIN said in his speech at the Congress, "history teaches us that after the dishonourable peace of Tilsit with Napoleon, Germany rose again. We should accept this peace as a temporary respite, and await the moment when the European proletariat will come to our assistance." The effect, as is well known, was to make an enormous inroad upon Russian territory, the loss of population to Russia being estimated at 66 millions. A territory comprising Courland, Lithuania, and part of Russian Poland was definitely ceded by Russia, who renounced all interference in their internal affairs. "Germany and Austria-Hungary intend to decide the future fate of these territories by agreement with their population." On 11th December, 1917, the Lithuanian Landesrath had already declared the independence of Lithuania, and on 23rd March last Count HERTLING received a deputation from the Landesrath requesting the recognition of this independence and the close alliance of the new State with Germany, such alliance "to be realised primarily in military and commercial agreements and in community of tariff and currency." This request was granted, with the assurance of German protection and assistance in the work of reconstruction. Shortly before this, Count HERTLING had received a deputation from the Courland Landesrath which announced the severance of that country from its previously existing political connection, and expressed the desire for economic, military and political connection with Germany. The ultimate form which the Government of these States will take appears to be not yet settled, but, assuming that the present ruling classes remain in power, their close connection with Germany is assured. On the other hand, as a Lithuanian delegation which waited on President WILSON on the 14th inst. shews, there are strong influences in favour of resistance to German control and the establishment of real independence.

Going further north, the treaty provided that Esthonia and Livonia should be evacuated without delay by the Russian troops, and should be occupied by a German police force, until public safety was assured by native institutions and State order was restored. Similarly, Finland was to be promptly evacuated by the Russian troops and the Finnish harbours by the Russian fleet and naval forces; and Russia was to abandon all agitation or propaganda against the Government or public institutions of Finland. The separate treaty between Germany and Finland is noticed later. As to Esthonia and Livonia, it looks as if they are to be annexed to Germany, though here also, under existing conditions, it is not possible to speak with certainty. Whether actual annexation in the case of the Baltic provinces follows or not, the Kaiser declared early in March that, so far as human judgment could foretell, the Germanisation of the Baltic lands was now made secure for all time; and in the Reichstag on 18th March Count HERTLING referred to this as being in accordance with old "cultural" relations which go back for centuries. Whatever cultural relations may be, it is, of course, matter of history that German attempts to dominate the Baltic littoral date from the Middle Ages, the time of the Teutonic Knights, and after them of the Hanseatic League. Then came the Swedish supremacy in the Baltic, until, at the Treaty of Nystadt in 1721, Livonia and Esthonia and adjacent territory, including Petrograd, then recently founded, went to Russia. Russian Poland was acquired during the partitions of Poland, Courland in 1795 and Finland in 1809. But this transfer of territory to Russia did not hinder the ascendancy of the "Baltic Barons," who were supported by the Russian Government, and the contest between them and the subject populations continued till the outbreak of the present war.

By the present treaty Russia also pledged herself to declare immediate peace with the Ukraine People's Republic and to recognize the Ukraine treaty above noticed. The territory of the Ukraine was to be evacuated without delay by the Russian troops, and Russia was to abandon all agitation or propaganda against the Government or public institutions of the Ukraine Republic. Other articles provided for the evacuation of the East Anatolian provinces and their orderly restoration to Turkey, and for the abandonment by Russia of the districts of Ardehan, Kars, and Batoum; and Russia was to carry out, without delay, the complete demobilization of her Army. Russian warships were either to be transferred to Russian harbours and left there till the conclusion of the general peace, or were to be disarmed.

3. The Treaty between Germany and Finland, which was signed on 7th March, 1918. By it Germany undertook to do what she could to bring about the recognition of the independence of Finland by all the Powers; on the other hand, Finland would not cede any part of her possessions to any foreign Power, or grant a servitude on her territory to any such Power, without first having come to an understanding with Germany on the matter. Each party renounced indemnification for war costs; that is to say, the State expenditure for the conduct of the war; as also compensation for damage done to them and their subjects by the war, including all requisitions made in enemy country. Treaties which had lapsed as a consequence of the war between Germany and Russia were to be replaced as soon as possible by new treaties corresponding to the fresh views and conditions. In particular, the contracting parties were at once to enter into negotiations to draw up a commercial and shipping treaty. The fortifications on the Aland Islands were to be done away with as soon as possible, and the permanent non-fortification of these islands and their other management, from a military and shipping point of view, were to be regulated by a special agreement between Germany, Finland, Russia, and Sweden.

The treaty has by no means put an end to the troubles in Finland, and the state of things there is as unsettled as in the other Baltic provinces and in the Ukraine. The struggle of recent years with Russia to maintain the separate constitution of Finland is well known, and it is not many years since, if we remember rightly, the whole of the judges of the Finnish Supreme Court were carried off to Russia for their obduracy. The alliance at the beginning of the present war between Great Britain and Russia seems to have disheartened the Finns, and made them ready to profit by the advances of Germany; and Great Britain, moreover, has delayed in recognizing Finnish independence. The international troubles thus caused have been accentuated by deficiency of food supplies, the country depending very largely on imports of breadstuffs.

With regard to all these treaties—and particularly that with Russia—it must be remembered that it is no objection that the treaty is induced by duress. An interesting discussion of this point will be found in Dr. Coleman Phillipson's "Termination of War and Treaties of Peace" at p. 162 *et seq.*, and he quotes from VATTEL:—"*On ne peut se dégager d'un traité de paix en alléguant qu'il a été extorqué par la crainte ou arraché de force.*" Ordinarily a war ends in the defeat of one party—the party which by the event is shewn to be the weaker; and the terms of peace are founded on the superiority of force. It would therefore be a contradiction to allow duress to vitiate a treaty of peace like it vitiates an ordinary contract. The Russian peace, therefore, cannot be impugned on this ground. But whether a wise conqueror will exact terms which only perpetuate enmity is another matter; and it is also quite a distinct question whether, in a general peace designed to secure

world tranquillity, the common will of the nations assembled in congress will allow treaties, due to the misuse of a temporary and partial success, to stand.

(To be continued.)

Books of the Week.

Digest.—Mew's Digest of English Case Law. Quarterly Issue, April, 1918. By AUBREY J. SPENCER, Barrister-at-Law. Containing Cases Reported from January 1 to April 1, 1918. Stevens & Sons (Limited); Sweet & Maxwell (Limited). 5s.

The Grotius Society (founded 1915). Vol. 3. Problems of the War. Papers read before the Society in the year 1917. Sweet & Maxwell (Limited). 5s.

Decimal Money Tables. Containing Conversion Tables for the Reduction of English Money from and into any Foreign Money. By A. M. POOLEY, B.A. The Syren and Shipping (Limited). 2s. 6d. net.

Correspondence.

Military Service.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have read Mr. Bignall's letter in the current issue of your journal, but feel strongly that the view expressed by you in your issue of the 27th ult. is the correct one. Is not the "further" medical examination of discharged men or men who have been medically rejected after offering themselves for enlistment implied by the first part of Clause 4 (c) of the new Act only applicable to these two classes of men who on further medical examination *before* 5th April, 1917, have been "permanently and totally" rejected? It would seem that before that date there must have been a permanent rejection preceded by a prior rejection; but after that date, if a man is permanently rejected and receives his Certificate M.N.S., Form No. 2079, thereby becoming for the *first time* a "disabled man," he is nevertheless at the passing of the Act a "disabled man" who "as respects an examination which takes place after 5th April, 1917, has been certified to be permanently and totally unfitted for any form of military service," and therefore excluded from the operation of the Act.

The point as to whether the said certificate operates as a discharge from the Reserve seems tolerably clear. Section 5 of the Review of Exceptions Act, 1917 (now repealed), provided that a man permanently and totally rejected should receive a final discharge, and the directions issued to the Medical Boards by the M.N.S. under that Act clearly states that M.N.S. Form No. 2079 is a discharge certificate (see M.N.S. R. 24, p. 2), while the Army Council Instruction issued under the same Act (No. 640 of 1917, p. 6) states that men permanently and totally rejected will be discharged. If such men remained in the Reserve, the description R.R. (Relegated to the Reserve) to men of a higher medical standard of fitness is singularly inept.

Since my previous letter I have referred to the recent case of *Platt* v. *Hunter* (34 T. L. R., p. 352)—a clear decision that a "*conscript*" examined and medically rejected is a man who has "offered himself for enlistment and been rejected" within the meaning of the prior Military Service Acts; consequently I hold the view that a man permanently rejected since 5th April, 1917, is a man exempted from the operation of the new Act as coming within both the defined classes of men—*i.e.*, "disabled men" and "men who have been medically rejected after offering themselves for enlistment."

M. S.

Temple, E.C., May 18.

CASES OF LAST SITTINGS.

House of Lords.

ROYAL AGRICULTURAL HALL CO. (LIM.) v. ISLINGTON ASSESSMENT COMMITTEE. 11th and 12th April; 6th May.

RATING—METROPOLIS—PROVISIONAL VALUATION LIST—NO REDUCTION IN VALUE—DELETION OF ENTRY—VALUATION (METROPOLIS) ACT, 1869 (32 & 33 VICT. c. 67), s. 47, 10.

The appellants were the occupiers of premises in the metropolitan borough of Islington, which, in the quinquennial valuation list made in 1915, *were assessed at* £8,500 *gross and* £5,500 *rateable value, and in April,* 1916, *they applied for a provisional list, alleging that the premises were reduced in value. In May,* 1916, *the premises were inserted in a provisional list at the same figures as before, and in September,* 1916, *the committee, on objection by the appellants, determined that there was no reduction in value, and that the proper course was to strike the entry out of the provisional list. This accordingly was done.*

A supplemental list was made in June, 1916, *and an appeal against it was pending when the appellants obtained a rule* nisi *for a* mandamus *to the assessment committee to deal with the provisional valuation list according to law on the ground that the deletion had deprived them of the right given by section* 47 (10) *of the Valuation (Metropolis) Act,* 1869, *to recover the amount of rate overpaid in case the supplemental list made in June,* 1916, *"as approved and altered on appeal," should contain a smaller value than that stated in the provisional list.*

Held, that the committee were entitled to strike the entry out, and therefore the rule for a mandamus *had rightly been discharged.*

London County Council v. Islington Assessment Committee (1915, *A. C.* 762) *followed.*

Appeal by the company from a decision of the Court of Appeal (reported 1917, 2 K. B. 215, sub nom. *Rex* v. *Islington Assessment Committee, Ex parte Royal Agricultural Hall Co.*). On behalf of the appellants it was contended that the assessment committee had power under sub-sections 6 and 7, of section 47, only to decide on objections made, and that they could make no alterations in the provisional list, except such as were consequential on objections so made. At the close of the appellants' case judgment was reserved.

Lord FINLAY, C., in moving the appeal should be dismissed, said the case turned upon the powers and duties of the assessment committee under section 47 of the Valuation (Metropolis) Act, 1869, with regard to a provisional valuation of the appellants' hall. On 4th April, 1916, the appellants sent in a requisition calling upon the overseers of the borough to send to the assessment committee a provisional valuation shewing the reduced rateable value of the hall since 6th April, 1915, consequent upon restrictions imposed upon its use by the Minister of Munitions. A provisional valuation list was made on 3rd May, 1916, in which the hall was inserted at the same gross and rateable values at which the hall stood in the quinquennial list made in the previous year. On 16th May, 1916, the appellants sent in notice of objection, alleging that the amounts were excessive, and requiring that they should be reduced to £5,161 gross and £2,130 rateable. This objection was heard before the assessment committee, who, by letter of 26th September, 1916, communicated to the appellants their determination that there had been no alteration in the value of the hall within the meaning of section 47, and their decision that the entry in the provisional list relating to the hall should be struck out. Thereupon a rule was obtained on the ground that the assessment committee had acted unlawfully in striking out the entry. The King's Bench Division made the rule absolute, but their decision was reversed by the Court of Appeal. The question was whether the assessment committee had power to strike out the entry. The committee contended that they had, as there was no reduction in value as compared with the quinquennial list in force when the provisional list was made. The committee, the appellants said, were bound to leave the entry in the list, although the amount was the same as in the quinquennial, as this would have given them a right to a return of the rate on the amount by which the entry in the provisional exceeded the amount in the supplemental list, which came into force on 6th April, 1917. He thought that this contention was concluded against the appellants by the decision of this House in *London County Council* v. *Islington Assessment Committee* (1915, A. C. 762). The result of that decision was that the only effect of the making of a provisional list by the overseers was to put the matter in train for decision by the assessment committee when it came before them, under sub-sections 6 and 7, of section 47, for decision on the merits. That was obviously the foundation on which the decision of that case rested. It would indeed be a *reductio ad absurdum* of the decision in the *London County Council case* (*supra*) if effect were given by their lordships to the appellants' contention that the committee were bound to let the provisional list stand, though there was in fact no increase or reduction, and though the provisional list shewed no alteration in figures. Such a view would strike out the initial words of section 47 altogether, whereas it was decided in the *London County Council case* (*supra*) by this House that the increase or reduction in value was a condition precedent to the ultimate modification of the quinquennial by the provisional, though not to the preparation of the provisional in the first instance by the overseers or person to be appointed by the committee.

Viscount HALDANE, Lords SHAW and PARMOOR read judgments to the like effect. Appeal dismissed with costs.—COUNSEL, for the appellants, *Ryde*, K.C., and *T. T. Paine*; for the respondents, *Talbot*, K.C., and *Sydney Turner*. SOLICITORS, *A. M. Bramall*; *Kingsford, Dorman & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

MURRAY v. COMMISSIONERS OF INLAND REVENUE. 3rd and 6th May.

REVENUE—DUTIES ON LAND VALUES—EXCESS MINERAL RIGHTS DUTY—ACCOUNTING YEAR—PRE-WAR STANDARD OF RENT—FINANCE (NO. 2) ACT, 1915 (5 & 6 GEO. 5, c. 89), s. 43 (1) (2)—FINANCE ACT, 1916 (6 & 7 GEO. 5, c. 24), s. 46 (2).

Section 43 (1) *of the Finance* (*No.* 2) *Act,* 1915, *provides as to the excess mineral rights duty, that where the amount payable to any person*

as rent in respect of the right to work minerals varies according to the price of minerals and the amount so payable in respect of the accounting year exceeds the pre-war standard of that rent, there shall be paid as duty by that person an amount equal to 50 per cent. of that excess. By section 46 (2) of the Finance Act, 1916, it is declared that the words in section 43 (1) of the principal Act, "'Assets of any trade or business,' refer only to assets of the person receiving the rent for the right to work minerals, or for the mineral wayleaves." The appellant was the proprietor of minerals which were leased by him to two colliery companies. He was assessed to excess mineral rights duties, and appealed against the assessment on the ground that, the right to work the minerals in question being an asset of a trade or business, the duty was not exigible in respect of it, and that on a sound construction of section 43 (1) of the Finance (No. 2) Act, 1915, the pre-war standard of rent fell to be taken as the average rental actually received in any two out of the three years immediately preceding the war selected by the taxpayer.

Held, that the appellant had properly been assessed by the respondents for each of the years in question (1914 and 1915) on the basis of the pre-war rent values, arrived at by taking the average prices governing the payment of rent in the selected years (1912-1913) and applying these prices to the tonnage worked in each of the accounting years (1914 and 1915).

Per Lord Dunedin: "*If the taxing clause of the Act of 1915 is to be operative at all, the words 'having the right to work' must be read as having had the right to give someone else the right to work the minerals.*"

Appeal by Major A. B. Murray, of Touchadam and Polmaise, from a decision of the judges named for the purposes of hearing appeals under the Valuation of Lands Acts (reported 1917, 2 Sc. L. T. 115). The respondents were the Commissioners of Inland Revenue. The appellant owned minerals in Stirlingshire which were leased by him to two colliery companies. He was assessed to excess mineral rights duty for the years ending respectively at Martinmas, 1914 and 1915. Against this assessment he lodged an appeal, and the referee decided that he was liable in the sum of £5,865, and the assessment was upheld by the Valuation Appeal Court. From that decision he appealed to their lordships' House, and contended that the right to work the minerals in question being an asset of a trade or business, the duty was not exigible in respect of it, and that on the sound construction of section 43 of the Act of 1915 the pre-war standard of rent fell to be taken as the average rental actually received in any two out of the three years immediately preceding the war selected by the taxpayer. The assessment by the respondents for each of the years in question was based on pre-war rent values, arrived at by taking the average prices governing the payment of the rent in the selected years (1912 and 1913) and applying these prices to the tonnage worked in each of the accounting years (1914 and 1915). Without hearing counsel for the respondents,

Lord FINLAY, C., said it was quite true that section 43 of the principal Act might have the remarkable consequence that a man might be charged excess profit duty when he was actually getting less income than he had been getting before the war. That was possible, but not very probable. Of course, their lordships were not concerned with the reasons that led the Legislature to adopt this form of enactment. It certainly was not accidental. It was not the result of any mere slip, because it had remained on the Statute Book during more than a year without alteration. The Legislature had rectified the mistake by declaring, in section 46 (2) of the Finance Act, 1916, that the words in section 43 (1) of the principal Act "'assets of any trade or business' refer only to assets of the person receiving the rent for the right to work minerals or for the mineral wayleaves." Therefore he thought reasons could be conceived why the Legislature should have desired to impose the tax in this way. Much as the Legislature wanted the tax, it was also obvious that it was still more vital for the national needs of the time that there should be an abundant supply of coal, and that nothing should be enacted which might have any tendency to check the production of coal. Profits from coal differed from profits got from business. What was not got in one year in a business might never be got at all, but coal was safe in the bowels of the earth, and might be got in subsequent years. This tax was one which everybody expected would be of a temporary character, and it might be to the interest of the parties concerned that the production should be kept down in an accounting year, because the coal would remain there, and might be got after a year or two, when the war—and with it the war tax on excess profits—might have ceased. That was possibly the reason for the enactment, which at first sight was startling. He agreed that it was not a case in which costs should be given. It had been necessary to have the point finally and authoritatively decided.

Lord DUNEDIN agreed that this statute was extremely difficult of interpretation. If the taxing clause of the Act of 1915 was to be operative at all they must read "having the right to work" as having had the right to give someone else the right to work. That had been clumsily interpreted in the subsequent statute of 1916; then in the subsequent clause, which dealt with the fixing of the pre-war rent value, it was only the necessity of avoiding a purely nonsensical result that forced one to strain the ordinary rules of grammar. If that were all it would not, perhaps, matter much. It was their lordships' duty to make what they could of statutes, knowing that they were meant to be operative and not inept. Nothing short of impossibility should, in his judgment, allow a judge to declare a statute unworkable; but, unfortunately, the scheme, read as he had no doubt it must be read, really perpetrated what was, in his opinion, a great hardship. The underlying idea was clear enough. If a mineral owner let his minerals, and stipulated for a payment or royalty which varied with the price of coal, it was simple enough, and most people would think just enough, to say that if the effect of the war was to enhance the price of the minerals, the increased profit to the mineral owner should be, like other profits, subject to special taxation. If the tax had been calculated on the difference between the income received before and after the war, there would have been nothing to complain of. But the framers of the Act, by establishing a fictitious pre-war rent value as applied to the after-war output, omitted to deal with the position where, although the rate per ton might rise, the output might diminish, and the result was that a proprietor might have, under the scheme, to pay large excess profits when he actually received a less sum of money for his minerals than he did before the war. This anomaly had been mitigated by subsequent legislation, which did not affect the present case, but which, he confessed, shook his faith in the view which seemed to have commended itself to their lordships who had preceded him, that this peculiar method was of set purpose. But with hardships they had nothing to do, and he did not think there was any possible way to construe the Act except the one that led to the result reached by the Court below.

Lord HALDANE and Lord SHAW concurred, and the appeal was dismissed.—COUNSEL, for the appellant, *R. L. Blackburn*, K.C., and *J. S. Leadbetter*; for the respondents, *T. B. Morison*, Solicitor-General for Scotland, and *R. C. Henderson*. AGENTS, *Kekewich, Smith, & Kaye*, London, for *Russell & Dunlop*, W.S., Edinburgh; *H. Bertram Cox*, C.B., Solicitor of the Board of Inland Revenue, for *Sir Philip J. Hamilton-Grierson*, Solicitor of the Board of Inland Revenue, Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

ANGHINELLI *v.* ANGHINELLI. No. 1. 13th May.

JUDICIAL SEPARATION—JURISDICTION OF COURT—FOREIGN DOMICILE OF PETITIONER—RESIDENCE IN ENGLAND—ECCLESIASTICAL LAW—DIVORCE "A MENSA ET THORO"—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), ss. 6, 7, 22.

The jurisdiction of the High Court to entertain a suit for judicial separation or other matrimonial relief, except dissolution of marriage, is the same as, and depends on the same principles as those exercised by the Ecclesiastical Courts in granting divorces a mensa et thoro before the Matrimonial Causes Act, 1857. Therefore it will entertain such a suit in all cases where the parties are for the time being resident in England, although they may in fact be domiciled abroad.

Armytage *v.* Armytage (1898, *P.* 178) *approved.*

Niboyet *v.* Niboyet (4 *P. D.* 1) *applied.*

Appeal by the respondent in a petition for judicial separation from a judgment of Horridge, J. The husband, who was the respondent, was born in Italy in 1884, and came to England in 1902, where he entered the employment of an English firm as a foreign traveller. From 1902 until October, 1916, he was travelling abroad on the business of his firm, in one or two years for the whole year, and in others for the greater part of each year, in various parts of Europe, including Italy, and in North, South and Central America, and Africa. Since October, 1916, the war had prevented him from travelling abroad. He married the petitioner, an Englishwoman, in 1912, and then took a house at Clapton Common. On 22nd February, 1918, the wife presented a petition for judicial separation on the ground of cruelty. On 11th March the husband presented an act on petition, alleging that he was, and always had been, domiciled in Italy, that he was only temporarily resident in England, and always intended to return to Italy and settle in Florence. He submitted that for that reason the Court had no jurisdiction to entertain the petition, and it ought therefore to be dismissed. Horridge, J., dismissed the act on petition, and the respondent appealed.

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., stated the facts, and said that the ground on which the husband alleged want of jurisdiction in the Courts was that, as he was domiciled in Italy, the effect of a decree for judicial separation might be to affect the status of the parties, and he asked the Court to lay down the rule that in all proceedings in the matrimonial courts the jurisdiction must be founded on domicile; that as domicile governed the *forum* of divorce, so it must also govern all matrimonial proceedings which might ultimately affect the status of the married parties. The appellant urged that the effect of a decree for judicial separation might enable the wife to obtain a domicile apart from her husband, and thus affect the status of the parties. By the Matrimonial Causes Act, 1857, the jurisdiction of the Ecclesiastical Courts in respect of divorces *a mensa et thoro* and other matrimonial causes was to cease to be exercisable, and was vested in the Crown, to be exercised by the Court for Divorce and Matrimonial Causes, and by section 7 it was provided: "No decree shall hereafter be made for a divorce *a mensa et thoro*, but in all cases in which a divorce *a mensa et thoro* might now be pronounced the Court may pronounce a decree for judicial separation which shall have the same force and the same consequences as a divorce *a mensa et thoro* now has." By section 22: "In all suits and proceedings, other than proceedings to dissolve any marriage, the said Court shall proceed and act and give relief on principles and rules which in the opinion of the said Court shall be as nearly as may be conformable to the principles and rules on which the Ecclesiastical Courts have heretofore acted and given relief, but subject to the provisions herein contained, and to the rules and orders under this Act." The effect of

those sections was to transfer to the Divorce Court the jurisdiction of the Ecclesiastical Courts, and to require the Court in all proceedings, other than those for dissolution, to exercise the same principles. Therefore the only question was whether before 1857 the Ecclesiastical Courts would have allowed to be maintained a divorce *a mensa et thoro* where the parties were not domiciled, but only resident in this country. The authorities clearly did establish this, and they even went further, to hold that a suit for judicial separation could be maintained where the matrimonial offences had been committed while the parties were resident abroad and they had since come to reside in this country. The grounds on which the Ecclesiastical Courts proceeded were fully stated by James, L.J., in *Niboyet* v. *Niboyet* (4 P. D. 1). He there said :—"Can there be any doubt that before the English Act of Parliament transferring the jurisdiction in matrimonial cases, the injured wife could have cited the adulterous husband before the bishop, and asked for a restitution of conjugal rights or a divorce *a mensa et thoro*. The jurisdiction of the Court Christian was a jurisdiction over Christians, who in theory, by virtue of their baptism, were members of one Catholic and Apostolic Church. The Church and its jurisdiction had nothing to do with the original nationality or acquired domicile of the parties." Subsequently the same matter was considered afresh in *Armytage* v. *Armytage* (1898, P. 178). In that case a wife petitioned for judicial separation on the ground of cruelty. The offences alleged were committed in Italy, and the husband's domicile was in Australia, but both parties came to England, and the wife, being apprehensive that the acts of cruelty would be repeated in England, commenced a suit. Notwithstanding that the matrimonial offence had been committed out of the jurisdiction, the Court held that as the parties were then resident in England there was jurisdiction to entertain the suit. The question, then, whether the Ecclesiastical Court would have entertained a suit for divorce *a mensa et thoro* where the parties were resident here, but domiciled abroad, must be answered in the affirmative. No single authority had been cited to suggest the contrary. In *Carden* v. *Carden* (1837, 1 Curt. 558), residence in the diocese before the issue of the citation was held to give jurisdiction. It was urged, however, that the Court must have regard to the principles of the *jus gentium*, and ought not to give decisions that might alter the status of foreigners. But, in the first place, the Court was bound by statute; and, secondly, it was by no means settled that a decree for judicial separation did affect the status of the parties. Gorell Barnes, J., expressed doubt on the point in *Armytage* v. *Armytage* (*supra*). The act on petition therefore was properly dismissed, and the appeal would be dismissed..

WARRINGTON and DUKE, L.JJ., delivered judgment to the same effect. —COUNSEL, *Hume-Williams*, K.C., and *T. B. Bruce; Sir E. Marshall-Hall*, K.C., *W. O. Willis*, and *C. L. Beddington*. SOLICITORS, *Maton, Godlee, & Quincy; Reed & Reed.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* ENGLISH AND SCOTTISH LAW LIFE ASSURANCE ASSOCIATION.** Sargant, J. 30th April.

INSURANCE—DEPOSIT—VARIATION OF INVESTMENTS—BOARD OF TRADE ORDER OF 6TH JUNE, 1910, PART I., RULE 4—ASSURANCE COMPANIES ACT, 1909 (9 ED. 7, C. 9), S. 2.

The Board of Trade Rules under the Assurance Companies Act, 1909, *authorize under rule* 4 (*a*), *which deals with variation of investments, the substitution of war loan for stocks or cash in court to the credit of the assurance association in accordance with the Act, and they also authorize an order dealing with the method of payment out of the income, but they do not authorize a direction as to variation of the investments from time to time standing to the credit of the assurance association's account in court.*

This was a petition by an assurance association asking that the trustee directors appointed to hold the property and securities of the association might be authorized to lodge in court to the credit of the company's account in respect of life assurance business under the Assurance Companies Act, 1909, £25,000 war loan, and that on completion of the lodgment of the war loan certain Australian stock and proceeds of the sale of other stock then in that account might be directed to be transferred and paid out to the trustee directors, and that the interest thereon and interest on the war stock as it accrued due might be directed to be paid to the bankers of the association, and also that appropriate directions might be given effectually to authorize the Paymaster-General to give effect to any further proper variation of the investment of the funds in court to the credit of the said account, or alternatively that the association might be at liberty to apply from time to time in chambers as to variation of investments. Counsel for the petitioners said its object was first to effect an exchange of stocks, and this could be done under the Board of Trade Order of 6th June, 1910, Part I., rule 4 (*a*), which says that the Court may, where a lodgment of securities has been made, order an "investment," and "either by way of original investment or by way of variation of investment"; rule 4 (*b*) authorizes the order for payment of the income from time to time accruing on these investments; rule 4 (*c*) provides for payment out; and rule 9 says that applications are to be made in the absence of rules of procedure in a similar manner to applications under certain earlier Acts. Here no rules have been made, so the procedure is that under the old life assurance Acts. The object of the third and last part of the application is to avoid the delay and expense involved in fresh petitions wherever there are variations of the investments or, if not possible, then to give liberty to apply similar to that given under section 193 of the Companies (Consolidation) Act, 1908.

SARGANT, J., after stating the facts, said : Rule 4 (*a*) as to "variation of investments," does authorize an order for substitution of the war loan money for the stocks and cash in court. The order as to the income must also be made. But the rules do not authorize any such direction as that asked by the third prayer of the petition. I will, however, make a suggestion in the proper quarter that a rule should be made which will prevent the necessity for taking fresh proceedings on every change of investment. In the meantime, the petitioning association can take liberty to apply for what it is worth.—COUNSEL, *J. M. Gover*. SOLICITORS, *Capron & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

DERRY *v.* SANDERS. Div. Court. 28th Feb.; 1st March; 10th May.

COPYHOLD—RIGHT OF WAY—PRESCRIPTION—LORD OF MANOR OWNER OF DOMINANT FREEHOLD AND LORD OF SERVIENT COPYHOLD—ENFRANCHISEMENT—NON-RESERVATION OF RIGHT OF WAY—DEROGATION FROM GRANT.

The lord of the manor of Langdon was also the owner of a farm, either ancient freehold, or part of the demesne lands. This farm was conveyed by him to the defendant in 1914. *The plaintiff became the owner of certain enfranchised copyholds under a deed of enfranchisement of September*, 1897. *The owner of the farm claimed a right of way over the enfranchised copyholds of the plaintiff, acquired, as he claimed, by his father and brother and himself as yearly tenants by actual exercise for over seventy years. In an action in the county court by the plaintiff for trespass, the judge found for the plaintiff, and the defendant appealed.*

Held (per Lawrence, J.), *that a right of way could be acquired by prescription over copyhold land; that the right had been acquired by the tenants of the farm for the owner as against the enfranchised copyholds; and that the right did not become appurtenant to the manor, but to the farm, and, therefore, the doctrine of derogation from a grant had no application.*

Held (per Lush, J.), *that the lord had acquired the right of way, and it had become appendent to the demesne of the manor; therefore, to reserve the right of way, without express words, in the deed of enfranchisement, would be a derogation from the grant. The county court judge's judgment accordingly stood.*

Appeal of the defendant from the Lichfield County Court. The action was for damages for trespass and an injunction. The plaintiff was the owner of certain enfranchised copyholds, under a deed of enfranchisement dated 28th September, 1897, made by the Marquis of Anglesey as lord of the manor of Langdon, in the county of Stafford. The defendant was the owner of the freehold in land and a cottage conveyed to him by the marquis by a deed dated 7th May, 1914. The land on which the cottage stood was probably either ancient freehold,, part of the demesne lands of the manor of Langdon, or a very old enclosure made by the lord of the manor. The father of the defendant was tenant from year to year for at least forty years of the land under the Marquis of Anglesey. On his death in 1888, the brother of the defendant succeeded him, and died in October, 1912; and the defendant succeeded his brother then as a tenant from year to year. During this period there was a continuous user by the defendant and his predecessors over the enfranchised copyhold land of the plaintiffs, for the purpose of obtaining access to the highway or main road. The Marquis of Anglesey and his trustees were throughout this period owners in fee simple of the defendant's freehold land; and they were also, during the same period, lords of the manor of which the plaintiff's land was copyhold. The defendant claimed the right of way over the enfranchised land of the plaintiff, arising from the continuous user thereof of over sixty years; and the plaintiff brought the present action, claiming an injunction to prevent the defendant from using the plaintiff's land and damages for trespass. The contention of the plaintiff was that, as the title to the enfranchised copyhold lands and the freehold land was in the Marquis of Anglesey up to 1897, a prescriptive right of way could not have been acquired over the plaintiff's enfranchised land by the tenants of the freehold land of the defendant. The contention of the defendant was, that the plaintiff's land, over which defendant claimed the right of way, was, until enfranchisement, copyhold of the manor of Langdon, of which the marquis was the lord, but which passed to the successive occupiers by successive admittances, pursuant to purchase and sale; that the Marquis of Anglesey was only lord of the manor, and that the reversion in fee was not in him, and that the copyholder's interest was an estate of inheritance, with which the lord could not interfere. By user over the land a right of way could be acquired by prescription as against the lord of the manor. The land being copyhold, the rule that prescription could not be set up by the acts of the tenant as against the landlord did not apply. The county court judge found for the plaintiff on the allegation of trespass, and assessed the damages at 1s. The defendant appealed.

LAWRENCE, J., in a written judgment, said : The judgment for the plaintiff was supported on two main grounds. First, that no right of way could be acquired by prescription over copyhold lands, either by

another copyholder or by the lord of the manor; second, that the deed of enfranchisement of 28th September, 1897, as it contained no express reservation of this right of way, had the effect of extinguishing it, assuming it then existed. These arguments seem erroneous. To say that easements cannot exist in respect of one copyhold tenement over another, or in respect of the demesne lands over a copyhold tenement, is as contrary to experience as it is to law. To apply *Wheeldon* v. *Burrow* (28 W. R. 96, 12 Ch. Div. 31) to the facts here seems to be to mistake tenure for estate. The copyhold tenants of the premises belonging to the plaintiff were tenants in fee simple, according to the custom of the manor. The only property right remaining in the lord was a qualified property in the minerals and timber. The possession even of these is in the copyholder, and the lord cannot touch them without the concurrence or assent of the copyholder: *Eardley* v. *Granville* (24 W. R. 528, 3 Ch. Div. 826). The soil of the roadway in question was the sole property of the copyhold tenant; the lord, as such, had no interest therein. Upon forfeiture the rights of the lord were a mere "possibility," and not an estate. There is no ground for saying that the copyholder of eighty years ago could not, by express grant, or by acquiescence in the exercise of the right of way under a claim of right for the prescribed period, have conferred upon the owner of the defendant's land the right of way in question. Such rights are not extinguished by enfranchisement (*Emerson* v. *Williamson*, Rolles' Abridg. 933), and enfranchisement only affects the tenure: *Rich* v. *Barker* (Hardres, 131). It is clear that section 2 of 2 & 3 Will. 4, c. 71, applies to all lands whatever their tenure. It applies to claims that may be made at common law "by custom, prescription, or grant." As to the second contention of plaintiff, that the enfranchisement deed contains no reference to this right of way, and that if the right of way existed it was extinguished, as to deny this would be to derogate from the grant, this argument is not well founded. The lord did not convey the surface, because it was not in him to convey; he could only convey his rights as lord of the manor. This right of way was not such a right; it was not appurtenant or appendant to the lordship of the manor, but incident to the defendant's farm; and although the lord was owner in fee simple of the farm, the deed does not deal in the defendant's farm, or any part thereof, or with any right, incident or appurtenant thereto. There was, therefore, no derogation from the grant. The doctrine of derogation from a grant only applies where the right was in the grantor at the time of the grant, and the words of the grant properly construed can apply to it, and are sufficient to include it. If it were applied here it would in fact have derogated from the existing tenancy of the defendant's farm: *Thomas* v. *Owen* (36 W. R. 440, 20 Q. B. D. 225). The appeal should be allowed.

LUSH, J., in a written judgment, disagreeing from Lawrence, J., said that Lord Anglesey had acquired the right of way through the tenant of the farm, and it had become appendant to the demesne of the manor. He had thus acquired a right of way over the land of his copyholder, who was in possession of an adjoining part of the manor. By the enfranchisement deed of 1897 Lord Anglesey conveyed the alleged servient tenement to the copyholder for an estate in fee simple, reserving the mines and minerals. He did not merely release his seignorial rights; he conveyed the estate of inheritance, the entire interest freed from the copyhold tenure. As appears from a note to Davidson's Precedents of Conveyancing, Vol. 2, p. 387, the second of the two methods is usually adopted. The grant was under the Settled Land Act, 1882, s. 3 (2), and what had to be considered was the position if Lord Anglesey had had the estate to dispose of, which he in fact conveyed by the deed. Could he have asserted the existence of the right of way against his grantee if he had been possessed of the estate of inheritance and the estate in fee simple, and the absolute interest in the land? If he had been in this position, and intended to reserve the right of way, as possessor of the dominant tenement, he must have done so expressly: *Wheeldon* v. *Burrows* (*supra*). The appeal should be dismissed.—COUNSEL, *Barrett-Lennard*, for the appellant; *Disturnal*, K.C., and *Sandilands*, for respondent. SOLICITORS, *Greene & Underhill*, for *Wilkinson & Co.*, Walsall; *Ward, Bowie, & Co.*, for *Addison & Cooper*, Walsall.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

New Statutes.

On 16th May the Royal Assent was given to the following:—
The Workmen's Compensation (Illegal Employment) Act, 1918.
The Post Office Act, 1918.
The Defence of the Realm (Food Profits) Act, 1918.
And to two Provisional Order Acts and one Private Act.

New Rules of the Supreme Court.

SOLICITORS' REMUNERATION.

Order 65, *Rule* 10A.—During the continuance of the present war and thereafter until such date as the Lord Chancellor shall appoint the total in any Bill of Costs of the fees prescribed by this Order (as distinct from payments) shall in respect of business done in any cause or matter in the Supreme Court after the 31st day of December, 1917, be increased by 20 per centum, and such increase shall be allowed upon any taxation of costs in respect of any such business as well between Party and Party as between Solicitor and Client and in taxations under or pursuant to the Solicitors Act, 1843.

Provided that this rule shall not apply to the remuneration prescribed by the Solicitors' Remuneration Act, 1881, and that it shall not affect the power to direct payment of a sum in lieu of costs under Order 65, rule 23, or the power to allow a fixed sum for costs under Order 65, rule 27 (38), or a gross sum under Order 65, rule 27 (38*a*).

Provided also that this rule shall not apply to Bills of Costs which have at the date on which this rule comes into operation already been delivered to the client sought to be charged therewith or to the person chargeable therewith or liable therefor, or to bills then already taxed and certified or allowed.

The increase hereby authorized shall not affect the question whether a bill of costs when taxed is or is not less by one-sixth part than the bill delivered, sent, or left.

This rule shall come into operation on the 28th day of May, 1918.

This Rule may be cited as Rule of the Supreme Court (Solicitors' Remuneration) Rule, 1918.

This Rule is declared urgent within the meaning of the Rules Publication Act, and shall come into operation on the 28th day of May, 1918.

13th May, 1918.

EVIDENCE IN NATIONAL INSURANCE MATTERS.

1. 34B.—Where the provisions of Section 8 of the Arbitration Act, 1889, apply (whether by virtue of regulations made by the Insurance Commissioners or otherwise) to appeals or disputes referred to in Section 67 of the National Insurance Act, 1911, or Section 27 of the National Insurance Act, 1913, or to inquiries referred to in sub-section (2) of Section 32 of the National Health Insurance Act, 1918, or to arbitrations in which the Insurance Commissioners or any person or persons appointed by them are acting as arbitrators, the Solicitor to the Insurance Commissioners may, on the application to him of any party to such an appeal, dispute, inquiry, or arbitration, sue out a subpœna on behalf of such party.

2. These Rules may be cited as Rules of the Supreme Court, 1918.

13th May, 1918.

County Court Fees Order.

TREASURY ORDER DATED 16TH MAY, 1918, REGULATING FEES IN COUNTY COURTS.

In pursuance of the powers given by the County Courts Act, 1888, and all other powers enabling us in this behalf, we the undersigned two of the Commissioners of His Majesty's Treasury, whose names are hereunto subscribed, do hereby, with the consent of the Lord Chancellor, order that on and after the first day of June, 1918, the several additions to the Schedules to the Treasury Order regulating fees dated the thirtieth day of December 1903 (as amended by any subsequent Order), specified in the Schedule hereunder written shall have effect:—

SCHEDULE (B).

PART I.—GENERAL.

Registrar's Fees.

2A. For an order extending the time for service of an ordinary summons under Order VII., Rule 7a, or the time for service of a default summons under Order VII., Rule 30:—

	s.	d.
Where the claim does not exceed 40s.	1	0
Where the claim exceeds 40s.	2	0
At the end of this paragraph add 10.		
If more than one copy of such order to be served, for each additional copy, per folio	0	4

High Bailiff's Fees.

34B. For every ordinary or default summons to be served by a bailiff, where the time for service is extended under Order VII., Rule 7a, or Rule 30, 1s.

And where there are more defendants than one on whom such summons is to be served by a bailiff, for each defendant to be so served, 1s.

(Signed) JAMES F. HOPE.
J. TOWYN JONES.

I approve of this Order,
16th May, 1918. FINLAY, C.

The County Court Rules, 1918, dated 13th May, 1918.

These Rules may be cited as the County Court Rules, 1918, or each Rule may be cited as if it had been one of the County Court Rules, 1903, and had been numbered therein by the number of the Order and Rule placed in the margin opposite such Rule.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1903. The forms in the Appendix shall be used as if they were contained in the Appendix to the County

Court Rules, 1903, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or the Appendix to any County Court Rules of subsequent date, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1903, or any County Court Rules of subsequent date, or in the Appendix to any of those Rules, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

Order VII.

Plaint Note and Summons. Service.

Ordinary Summons and Service.

1. *Order VII., Rule 7a.—Where ordinary summons cannot be served because defendant is on war service.*]—(1) The following Rule shall stand as Order VII., Rule 7*a*, and shall have effect during the continuance of the present war and for a period of six months thereafter.

(2) Where an ordinary summons or a successive summons has not been served in sufficient time before the return day, the plaintiff may at any time within three months from the date of the entry of the plaint apply to the registrar; and if the registrar is satisfied that reasonable efforts have been made to serve the defendant, and that service of the summons cannot be effected by reason of the defendant being on naval, military or aircraft service, or other service arising out of the present war, he may, on payment of such fee as may be prescribed, order that the summons shall remain in force for a period of twelve months from the date on which it would otherwise cease to be in force; and if the summons has not been served, the plaintiff may before the expiration of the twelve months apply for a further extension, and an order may be made accordingly, and so from time to time during the currency of the summons; and the summons shall remain in force accordingly, and shall be available to prevent the operation of any statute whereby the time for the commencement of the action may be limited, and for all other purposes, from the date on which the plaint was entered; and the registrar may at any time during the currency of the summons, on the application of the plaintiff, fix a fresh return day and re-issue the summons for service.

(3) Where the time for which any summons shall remain in force is extended under this Rule, the order shall be indorsed in red ink on the summons and any copy thereof, and signed by the registrar, and shall be entered in red ink in the plaint book, and the summons when re-issued for service shall bear the same date and number as the original summons, which date and number, with the date of re-issue and the return day, shall be entered in red ink in the plaint book.

Default Summons and Service.

Order VII., Rule 30, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

2. *Order VII. Rule 30.—(1) Service of default Summons.*]—A default summons shall be personally served within a period of twelve months from its date.

(2) *Extension of time for service.*]—If any defendant named in any such summons has not been served therewith, the plaintiff may, before the expiration of twelve months, apply to the registrar; and if the registrar is satisfied that reasonable efforts have been made to serve such defendant, or that there is some other good reason why service has not been effected, he may, on payment of such fee as may be prescribed, order that the time for service be extended for a further period of twelve months, and so from time to time during the period for which the time for service is extended.

(3) *Effect of extension.*]—Any order so made shall be indorsed in red ink on the summons and any copy thereof, and signed by the registrar, and shall be entered in red ink in the plaint book; and the summons shall remain in force accordingly, and shall be available to prevent the operation of any statute whereby the time for the commencement of the action may be limited, and for all other purposes, from the date on which the plaint was entered.

3. *Order VII., Rule 33a (3, 4).*]—Order VII., Rule 33*a*, paragraph 3, is hereby annulled, and the following paragraphs shall stand in lieu thereof, viz. :—

(3) Where any such step is taken, then—

(*a*) if personal service is effected, the sum so paid may be allowed as costs against the defendant when judgment is entered, or, if the amount entered on the summons is paid without judgment being entered, an order may be made for the payment of the said sum by the defendant : or

(*b*) if an order giving liberty to proceed is made, the sum so paid may be allowed as costs against the defendant, and if so allowed shall be entered on the summons when the order giving liberty to proceed is made : but it shall not be allowed in addition to the said item 17.

(4) Where any such step is taken, but personal service is not effected and no order giving liberty to proceed is made, the sum so paid shall not be returnable by the high bailiff, unless the judge of the court out of which the summons issued is satisfied, on the application of the plaintiff, that the high bailiff is in default, and orders the same to be returned : and in any such case, if the high bailiff is not high bailiff of that court, the provisions of Order II., Rule 29, shall with the necessary modifications apply to the proceedings on the application.

Order XXV.

Enforcement of Judgments and Orders.

Judgment Summons.

Order XXV., Rule 28, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

4. Order XXV., *Rule 28.—No judgment summons to be issued after a certain time from judgment, &c., unless leave obtained on affidavit in proof of means.*]—(1) A judgment summons, not being a successive summons, shall not issue after the expiration of four months from the date on which the last payment into court, if any, under the judgment or order was made, or if no payment into court has been made, then from the date on which default was made, unless—

(*a*) the delay has been occasioned by an attempt to levy execution on the goods of the debtor; or

(*b*) leave of the court for the issue of the summons is obtained.

(2) An application for leave shall be made to the registrar upon affidavit stating the date of the judgment or order, the date on which the last payment, if any, was made, or on which default was made, and the debtor's place of residence and place of business or employment, and his profession or trade or employment (if any), and any facts known to the deponent showing the means which the debtor has or since the date of the judgment or order has had to pay or to have paid the debt or instalments due under the judgment or order.

(3) If the registrar is not satisfied that the evidence afforded by the affidavit would, if uncontradicted, justify the making of an order of commitment against the debtor, or if no payment has been made within six years before the date of the application, the registrar shall refuse to issue the summons and shall refer the applicant to the judge, who may make such order in the matter, and upon such terms, as to costs or otherwise, as he may think fit.

(4) If leave is granted, a copy of the affidavit shall be lodged with the registrar, and annexed to the judgment summons and served therewith.

(5) Paragraph 3 of Rule 26 of this Order shall not apply to cases in which leave for the issue of the summons is required by this Rule.

Order XXVI.

Attachment of Debts.

5. *Order XXVI., Rule 1a.—Amendment of Order XXVI. Rule 1, 51 & 52 Vict. c. 43, s. 84.*]—Order XXVI., Rule 1, shall be read as if the words "or section eighty-four" were inserted therein after the words "section seventy-four."

Order LIII.

Costs and Allowances to Witnesses.

Order LIII., Rules 5, 6, Rule 46, paragraph 3, and Rule 47, are hereby annulled, and the following Rules shall stand as Rules 47 to 49 of the said Order, viz. :—

Objections to Taxation.

6. *Order LIII., Rule 47.—Party dissatisfied to make objections in writing.*]—Any party who may be dissatisfied with the allowance or disallowance by the registrar of the whole or any part of any items in any costs taxed by him may, at any time before the certificate or allocatur is signed, or such earlier time as may in any case be fixed by the registrar, deliver to the other party interested therein, and carry in before the registrar, objections in writing to such allowance or disallowance, specifying therein by a list, in a short and concise form, the items or parts thereof to the allowance or disallowance whereof objection is made, and the grounds and reasons for such objections, and may thereupon apply to the registrar to review the taxation in respect of the same.

7. *Order LIII., Rule 48.—Review of taxation upon objections.*]—Upon such application the registrar shall reconsider and review his taxation upon such objections, and he may, if he thinks fit, receive further evidence in respect thereof, and, if so required by either party, he shall state either in his certificate of taxation or allocatur, or by refer-

ence to such objections, the grounds and reasons of his decision thereon, and any special facts or circumstances relating thereto.

Review of Taxation by Judge.

8. *Order LIII., Rule* 49.—*Review of taxation by Judge.* 41 & 42 *Vict. c.* 43, *s.* 118.]—(1) Any party who may be dissatisfied with the allowance or disallowance by the registrar of any item or part of an item in any costs taxed by him may, whether objections have been carried in before the registrar or not, apply to the judge, pursuant to section one hundred and eighteen of the Act an dthis Rule, to review the taxation as to such item or part of an item, and the judge may upon such application make such order as he may think just as to such item or part of an item, and generally as to the application and the costs thereof.

(2) Where the costs of an action or matter or application are taxed on the day on which the action or matter or application is tried or heard, an application to the judge to review the taxation may be made on the same day, or, if not so made, may be made in accordance with the next succeeding paragraph of this Rule.

(3) Except as provided by the last preceding paragraph, an application to the judge to review any taxation shall be made within four days from the date of the completion of the taxation, or within such further time as the judge or registrar may allow, and shall be made on notice in writing in accordance with the rules for the time being in force as to interlocutory applications.

(4) The notice shall specify the objections to the taxation, and where the objections have not been carried in before the registrar, the grounds and reasons for such objections.

(5) Where an application for review is made after objections have been carried in before the registrar, the application shall be heard and determined on the evidence brought in before him, and no further evidence shall be received unless the judge otherwise directs.

(6) Where an application for review is made without objections having been carried in before the registrar—

(*a*) the judge may, if he thinks fit, hear and determine the application on such evidence as he thinks fit; or

(*b*) the judge may refer the matter to the registrar for his report, and adjourn the hearing of the application until such report is received; and may, where the objections to the taxation are not specified in the notice of application for review, direct that such objections, and the grounds and reasons for the same, be delivered to the other party interested and carried in before the registrar;

(*c*) where any matter is so referred, the registrar shall proceed thereon in accordance with Rule 48, and shall report to the judge accordingly;

(*d*) the registrar shall give notice to the parties interested of a time and place when and where the report may be inspected, and shall at the request and cost of any party furnish him with a copy thereof;

(*e*) unless any party objects to the report, the judge on the adjourned hearing of the application for review shall determine the same in accordance with the report, and may make such order as he may think just as to the costs of the application; but

(*f*) any party interested may within four days from the date of the report, or within such further time as the judge or registrar may allow, file and deliver to the other party objections to the report, with the grounds and reasons for the same, and any such objections shall be heard and determined in accordance with paragraph 5 of this Rule on the adjourned hearing of the application for review;

(*g*) in any case the judge, in dealing with the costs of the application, may have regard to the fact that objections were not in the first instance carried in before the registrar.

ORDER LIV.

GENERAL PROVISIONS.

The following Rule shall stand as Order LIV., Rule 6*a*, viz.:—

9. *Order LIV., Rule* 6*a*.—*Notice of change during present war.*]—During the continuance of the present war, and for a period of six months thereafter, notice of change of solicitor may be given under the last preceding Rule at any time before or at the time when an action or matter is called on for hearing.

We, William Lucius Selfe, Robert Woodfall, Thomas C. Granger, Henry Tindal Atkinson, and Walworth H. Roberts, being Judges of County Courts appointed to frame Rules and Orders for regulating the practice of the courts and forms of proceedings therein, having, by virtue of the powers vested in us in this behalf, framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

WM. L. SELFE.
R. WOODFALL.
T. C. GRANGER.
H. TINDAL ATKINSON.
WALWORTH H. ROBERTS.

Approved by the Rules Committee of the Supreme Court of Judicature.

CLAUD SCHUSTER,
Secretary.

I allow these Rules, which shall come into force on the 1st day of June, 1918.

FINLAY, C.

The 13th day of May, 1918.

War Orders and Proclamations, &c.

The *London Gazette* of 17th May contains the following:—

1. An Order in Council, dated 17th May, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1915. Additions are made as follows:—Argentine (2); Brazil (3); Chile (2); Colombia (1); Greece (1); Guatemala (1); Hayti and Dominican Republics (1); Netherlands (11); Netherland East Indies (6); Norway (2); Persia (2); Portuguese West Africa, &c. (1); Spain (18); Sweden (1); Venezuela (2). There are also a number of removals from and variations in the List, and the usual notices are appended (see *ante*, p. 10). A List (The Consolidated List, No. 51A) consolidating all previous Lists, up to and including that of the 5th April, 1918, together with List No. 52 of 19th April, 1918, List No. 53 of 3rd May, 1918, and the present List, contain all the names which up to this date are included in the Statutory List.

2. A Notice under the Corn Production Act, 1917, that the Agricultural Wages Board (England and Wales) have fixed minimum rates of wages for male workmen of 18 years of age and over employed in agriculture for time-work in the area comprising the administrative counties of Northampton and Soke of Peterborough and the county boroughs of Northampton as follows:—In Summer not less than wages at the minimum rate of 30s. for 54 hours (exclusive of meal times), and in Winter not less than wages at the minimum rate of 30s. for 48 hours (exclusive of meal times).

The *London Gazette* of 21st May contains no items requiring notice, other than those given below.

Orders in Council.

NEW DEFENCE OF THE REALM REGULATIONS.

[Recitals.]

It is hereby ordered, that the following amendments be made in the said Defence of the Realm Regulations:—

Tramway Deficits.

1. After Regulation 7BBB the following regulation shall be inserted:—

"7BC. If in the case of any tramway undertaking carried on under statutory powers by a local authority it appears to the Board of Trade that it is necessary for the successful prosecution of the war that the undertaking should be carried on in an efficient manner, but that owing to circumstances arising out of the war it cannot be so carried on without either charging tolls, fares, and charges in excess of those which the local authority is authorised in any year to charge or without applying in aid of a deficiency in any year in the revenue of the undertaking local rates or funds which are not applicable to that purpose, the Board of Trade may by order authorise the local authority to charge the local rates or funds with any such deficiency and to defray the deficiency thereout to such extent and subject to such conditions as may be specified in the order, and may by such order modify any provision in any local Act regulating the undertaking to such extent and during such period as appears to the Board necessary for the purpose aforesaid, or for the purpose of relieving the local authority from the obligation of making allowances for renewals or depreciation."

Restriction on Holding of Silver Coinage.

2. After Regulation 30E the following regulation shall be inserted:—

"30EE.—(1) No person shall after the twenty-seventh day of May, nineteen hundred and eighteen, have or retain at any time in his possession or under his control silver coins current in the United Kingdom of a value exceeding that of the amount of silver coinage reasonably required by him at that time for the purposes of the personal expenditure of himself and his family and of his trade or business (if any); and if any person acts in contravention of this regulation he shall be guilty of an offence against these regulations.

"In any proceedings for contravention of this regulation the burden of shewing what amount of silver coinage is reasonably required for the purposes aforesaid shall rest upon the person charged.

"(2) Any person who sells or purchases, or offers to sell or purchase, any coin current in the United Kingdom for an amount exceeding the face value of the coin, or accepts or offers to accept any such coin in payment of a debt or otherwise for an amount exceeding its face value, shall be guilty of an offence against these regulations."

Bombs, &c., from Aircraft.

3. In Regulation 35B for the words "or of any aircraft" there shall be substituted the words "or any aircraft." [*Correction of a clerical error in the change in this regulation*, ante, *p.* 539.]

Banking and Exchange Transactions.

4. Regulation 41B shall be amended by the insertion after the word "country" of the words "or Finland," and after the words "Act, 1915," of the words "or of any person resident in Finland."

The foregoing amendments of Regulation 41B shall be deemed to have had effect from the fifteenth day of April, nineteen hundred and eighteen.

Provided that no person shall be liable to a penalty by reason of any contravention of or failure to comply with the provisions of the said regulation as so amended committed or occurring before the eighteenth day of May, nineteen hundred and eighteen, unless he would have been so liable if the said regulation had not been so amended.

18th May. [*Gazette*, 21st May.

THE AIR FORCE.

[Recitals.]

It is hereby ordered as follows:—

1. The enactments mentioned in the first column of the Schedule to this Order, being enactments relating to the Army Council, the Secretary of State for the War Department, the Army or the officers and soldiers thereof or military property and institutions, shall apply in relation to the Air Council, the President of the Air Council and the Air Force and the officers and men thereof and to air force property and institutions subject to the modifications and adaptations specified in the second column of that Schedule.

2. Any reference in any enactment to any enactment applied by this Order or by the Air Force (Application of Enactments) (No. 1) Order, 1918, or by any other Order in Council made under section 13 of the Air Force (Constitution) Act, 1917, shall be construed as including a reference to that enactment as so applied.

3. This Order may be cited as the Air Force (Application of Enactments) (No. 2) Order, 1918.

7th May. [*Gazette*, 14th May.

[The Schedule contains a long list of modifications and adaptations of statutes relating to the Army and military matters.]

Army Council Orders.

THE ARMY COUNCIL (CITATION OF WAR MATERIAL SUPPLIES ORDERS) ORDER, 1918.

1. Each of the Orders mentioned in the Schedule to this Order may, without prejudice to any other mode of citation, be cited by the short title therein mentioned in that behalf.

2. This Order may be cited as "The Army Council (Citation of War Material Supplies Orders) Order, 1918."

4th May. [*Gazette*, 10th May.

[Schedule of Orders and Notices, with Short Titles Thereof.]

MAXIMUM PRICES OF HAY AND STRAW IN GREAT BRITAIN AND IRELAND AND THE ISLE OF MAN.—AMENDMENT.

[Recitals.]

The Army Council do hereby cancel Schedules III. and V. of the Order of 17th July, 1917, and substitute the following Schedules in lieu thereof.

8th May. [*Gazette* 10th May.

[New Schedules of Prices.]

SALE OF WOOL (GREAT BRITAIN) ORDER, 1918.

1. No person shall sell any raw wool grown or to be grown on sheep in Great Britain or the Isle of Man during the season 1918, except unwashed daggings or clarts, otherwise than to persons authorised by or on behalf of the Director of Raw Materials or at prices exceeding those set out in the schedule hereto annexed, or at such other prices as in any particular case may be allowed by or on behalf of the Director of Raw Materials.

2. No person shall make or take delivery of or payment for any wool of the description aforesaid otherwise than in accordance with the provisions of this Order, whether in pursuance of any contract entered into prior to the date hereof or otherwise.

3. All persons having in their custody or control any stocks of wool of the description aforesaid are hereby required to sell such wool to any person authorised by or on behalf of the Director of Raw Materials as may be required by him or on his behalf, and to make delivery to such persons in such quantities and at such times and places as may be specified by him or on his behalf.

4. All persons having in their custody or control any stocks of wool of the description aforesaid are hereby required to furnish such particulars thereof as may be required by or on behalf of the Director of Raw Materials.

5. No person carrying on the business of a manufacturer of woollen, worsted or hosiery goods in any textile factory or workshop in Great Britain or the Isle of Man shall, without a permit issued by or on behalf of the Director of Raw Materials, spin, draw, reel or weave, for the use of the grower thereof, any wool grown or to be grown on sheep in Great Britain or the Isle of Man during the season of 1918, or prior to the 1st of January, 1917.

* * * *

12. The Sale of Wool (United Kingdom) Order, 1918, is hereby cancelled.

13. This Order may be cited as the Sale of Wool (Great Britain) Order, 1918.

13th May. [*Gazette*, 17th May.

[Schedules of Price List for England, Wales, and Scotland.]

THE JUTE GOODS (PRICES) No. 2 ORDER, 1918.

1. No person shall sell for use within the United Kingdom any yarns or goods of any description having been produced by him wholly from jute at prices exceeding the prices set out in the Schedule hereto annexed, or such other prices as in any particular case may be allowed by or on behalf of the Director of Raw Materials.

2. No person shall sell for use within the United Kingdom any yarns or goods of the description aforesaid not having been produced by him at prices exceeding by more than 5 per cent. the prices set out in the Schedule hereto annexed or such other prices as in any particular case may be allowed by or on behalf of the Director of Raw Materials; provided that on any sale by any such person of any yarns or goods of the description aforesaid not exceeding £100 in value the selling price may exceed by 10 per cent. and no more, the producers' sale prices thereof as determined in accordance with Clause 1 of this order; and provided further that nothing contained in this clause shall be deemed to refer to any sale by any such person of any yarns or goods of the description aforesaid not exceeding £25 in value.

3. No person shall sell for use within the United Kingdom any yarns or goods of any description produced wholly from Jute otherwise than upon the terms that any such sale shall be varied so as to accord with such regulation as to price as the Army Council may by order make from time to time prior to the delivery of the goods so sold.

4. The Jute Goods (Prices) Order, 1918, and the Jute Goods (Prices) Permit, 1918, are hereby cancelled.

5. This Order may be cited as the Jute Goods (Prices) No. 2 Order, 1918.

18th May. [*Gazette*, 21st May.

[List of Maximum Prices.]

THE WOOLLEN AND WORSTED (CONSOLIDATION) AMENDMENT ORDER, 1918.

1. Clauses 8, 9, 10, 11 and 12 and Schedule B of and annexed to the Woollen and Worsted (Consolidation) Order, 1917 [*ante*, p. 215], are hereby repealed.

2. The said Order may be printed with the said clauses and schedule omitted and with the further and other clauses and schedules thereof and thereto annexed numbered consecutively from clause 1 to clause 17 and from Schedule A to Schedule D respectively.

3. This Order may be cited as the Woollen and Worsted (Consolidation) Amendment Order, 1918.

17th May. [*Gazette*, 21st May.

TRADING WITH THE ENEMY: RUSSIAN TERRITORY.

I, George Kynaston Cockerill, C.B., a Brigadier-General in His Majesty's Army, being a person authorized by a Secretary of State to give Certificates under paragraph 3 of the Trading with the Enemy (Occupied Territory) Proclamation, 1915, hereby certify that the following territory in Russia may be regarded as territory in hostile occupation:—

Esthonia.	Poltava.
Livonia.	Podolia.
Courland.	Kiev.
Kovno.	Kharkov.
Vilna.	Orel.
Bialystok.	Kurak.
Vitebsk.	Bessarabia.
Poland.	Kholm.
Grodno.	Kherson.
Pskov.	Ekaterinoslav.
Minsk.	Taurida (including Crimea).
Volhynia.	Ardahan.
Mogilov.	Kars.
Tchernigov.	Batum.

9th May. [*Gazette*, 10th May.

Board of Trade Order.

THE RAILWAY SEASON TICKET ORDER, 1918.

(1) No railway company shall be obliged to issue season tickets.

(2) A railway company may refuse to issue or renew a season ticket between any station situate within a radius of twelve miles from Charing Cross Post Office, and any station outside such radius. Provided that, in determining whether or not a season ticket between such stations as aforesaid shall be issued or renewed, to any person, regard shall be had to—

(*a*) Whether the ticket is required for travelling on business of national importance; and

(*b*) The place where the applicant ordinarily resides and the place where he carries on his profession, business, or occupation; and

(*c*) Whether the applicant is at the date of his application the holder of a season ticket, and, if so, whether he first became the holder of a season ticket before 1st January, 1917.

(3) A railway company may require an applicant for a season ticket or for the renewal thereof to answer in writing such questions as they shall require to enable them to determine whether a season ticket ought to be issued or renewed to such person, and no person shall knowingly make any false statement for the purpose of obtaining a season ticket.

(4) If any person is convicted of obtaining a season ticket by means of any false statement, the railway company which issued such ticket shall demand the surrender thereof, and such person shall thereupon return such ticket to the company and it shall be forfeited.

(5) A railway company may refuse to issue a season ticket for a distance over twelve miles to any person who is not at the date of the application the holder of a season ticket except for a period of not less than six months.

(6) A railway company may refuse to agree to allow any rebate or to make any repayment in respect of a season ticket surrendered to the company before the expiration of the period for which it was issued except in the case of

(*a*) The death of the holder.

(*b*) The holder joining his Majesty's Forces or entering his Majesty's service.

(*c*) A person in the service of his Majesty who is obliged to change his residence by reason of such service.

(7) This Order shall take effect as from 21st May, 1918.

(8) Infringements of this Order are summary offences against the Defence of the Realm Regulations.

(9) This Order may be cited as the Railway Season Ticket Order, 1918.

Lawyers and War Finance.

The legal profession will meet in the Middle Temple Hall, by kind permission of the Treasurer and Masters of the Bench, at 4.15 p.m. on Monday, 3rd June, to hear an address from Sir Robert Kindersley, Chairman of the National War Savings Committee, on war finance and continuous borrowing. The Lord Chancellor will preside and the Master of the Rolls will also speak.

The meeting, which will be supported by several of his Majesty's Judges, the Law Officers, the General Council of the Bar, and the Incorporated Law Society, is organized with the object of giving public expression to the view of the legal profession that it is essential that the fullest possible support should be given to the war securities offered by the State.

Ministry of Munitions Orders.

FERTILISER PRICES ORDER, 1918.

GENERAL LICENCE TO AGRICULTURAL MERCHANTS AND DEALERS, INCLUDING CO-OPERATIVE SOCIETIES AND COMPANIES.

With reference to the above Order, which, by clause 9 (b), prohibits certain sales of Superphosphate, Sulphate of Ammonia and Ground Basic Slag, except under licence from the Minister of Munitions or any other Government Department nominated by him, the Board of Agriculture and Fisheries, the Board of Agriculture for Scotland, and the Department of Agricultural and Technical Instructions for Ireland, to whom the issuing of licences under that clause has been delegated by the Minister of Munitions, hereby give notice that they hereby license all agricultural merchants and dealers (not being themselves manufacturers of any of the said three fertilisers), including Co-operative Societies and Companies, until further notice, to sell Superphosphate, Sulphate of Ammonia, and Ground Basic Slag, or any of them for delivery in railway trucks at purchaser's or consumer's siding or nearest railway station or free ex barge or ship at purchaser's or consumer's wharf or other available wharf approved by the purchaser, provided that the Superphosphate, Sulphate of Ammonia, or Ground Basic Slag will be delivered to the purchaser direct from maker's works and not from the merchant's or dealer's own stores or from warehouse.

[*Gazette*, 10th May.

THE SMALL TOOLS ORDER, 1918.

1. No person shall on or after the first day of June, 1918, until further notice manufacture any small tool as hereinafter defined, or any part thereof, except under and in accordance with the terms of a licence issued under the authority of the Minister of Munitions.

2. Every person engaged in the manufacture of small tools shall make such returns with regard to his business as shall from time to time be required by or under the authority of the Minister of Munitions.

3. For the purposes of this Order the expression "Small Tools" shall mean all or any engineers' or machinists' small tools, and shall include the following:—

[List of tools.]

4. All applications for licences under this Order shall be addressed to the Controller of Machine Tools, Charing Cross Buildings, London, W.C. 2, and marked "Small Tools."

5. This Order may be cited as the Small Tools Order, 1918.

10th May. [*Gazette*, 10th May.

SULPHURIC ACID (AMENDMENT OF PRICES) ORDER, 1918.

1. As on and from the 1st June, 1918, the maximum prices for Sulphuric Acid specified in the schedule to this Order shall be deemed substituted for those specified in the schedule to the Order relating to Sulphuric Acid made by the Minister of Munitions on the 29th May, 1917 [61 SOLICITORS' JOURNAL, p. 510], and such last-mentioned Order shall accordingly operate and have effect as though the prices specified in the Schedule hereto had originally been fixed by the said Order as the maximum prices to be charged or received in payment by Manufacturers of Sulphuric Acid or Agents of such Manufacturers for Sulphuric Acid supplied by or through them on or after the 1st June, 1918.

2. This Order may be cited as the Sulphuric Acid (Amendment of Prices) Order, 1918, and the said Order of the 29th May, 1917, as the Sulphuric Acid Order, 1917, and both Orders may be cited together as the Sulphuric Acid Orders, 1917-18.

Note.—All applications in reference to this Order should be addressed to the Director of Acid Supplies, Ministry of Munitions of War, Department of Explosives Supply, Storey's Gate, Westminster, S.W. 1.

10th May. [*Gazette*, 10th May.

[Schedule of Maximum Prices.]

THE SCUTCH MILLS (IRELAND) ORDER, 1918.

(1) No person owning or controlling any scutch mill in Ireland wherein flax straw is scutched for any person other than the owner or controller thereof shall, without a licence issued by or on behalf of the Controller of the Supplies Department of Aircraft Production, scutch or cause to be scutched at any time after the first day of July, 1918, any flax straw.

(2) *Offences.*]

(3) This Order may be cited as the Scutch Mills (Ireland) Order, 1918.

17th May. [*Gazette*, 17th May.

AMMONIA AND AMMONIACAL PRODUCTS.

1. No person shall as on and from the first day of June, 1918, until further notice, produce or manufacture any ammonia or ammoniacal product, except under a licence issued by or under the authority of the Minister of Munitions, and in accordance with the terms and conditions of such licence as to the quantities to be manufactured or otherwise. Provided that no licence shall be required to manufacture :—

(*a*) Crude ammoniacal liquor or sulphate of ammonia in any quantities.

(*b*) Any other ammoniacal product, in quantities not exceeding half a ton, during any one calendar month.

2. No person shall as on and from the first day of June, 1918, until further notice supply any ammonia or ammoniacal product (other than crude ammoniacal liquor or sulphate of ammonia) to any person, except under and in accordance with the terms and conditions of a licence issued by or under the authority of the Minister of Munitions pursuant to this Order. Provided that no licence shall be required to supply not more than 56 lb. of anhydrous ammonia, or 1 cwt. of ammoniacal liquor or any ammoniacal product to any person during any one calendar month.

3. [*All instructions and directions which may be issued or given by or on behalf of the Minister of Munitions with a view to avoiding loss or waste of Ammonia to be carried out and complied with.*]

4. *Returns.*]

5. For the purposes of this Order the following expressions shall have the following meanings :—

"Ammonia" shall mean and include anhydrous ammonia and ammonia in aqueous solution.

"Ammoniacal products" shall mean and include all compounds of ammonia and mixtures or preparations containing ammonia.

"Crude ammoniacal liquor" shall mean an aqueous solution of ammonia containing not more than 5 per cent. of ammonia.

6. Nothing contained in this Order shall affect or exempt any person from compliance with any of the provisions of the Fertiliser Prices Order, 1918, relating to sales or deliveries of sulphate of ammonia.

7. This Order may be cited as the Ammonia Control Order, 1918.

8. All applications in reference to this Order (including applications for licences) should be addressed to the Ministry of Munitions, Department of Explosives Supply, Storey's Gate, Westminster, S.W. 1, and marked "Fertiliser Section."

NOTE.—Under Clause 9 of the Fertiliser Prices Order, 1918, licences are required for certain sales and deliveries of sulphate of ammonia and in particular for all sales of sulphate of ammonia for use in the manufacture of munitions of war or for other industrial purposes.

17th May. [*Gazette*, 17th May.

Food Orders.

THE SALE OF SWEETMEATS (RESTRICTION) ORDER, 1918.

1. *Registration of retail dealers.*]—Except where dealings in sweetmeats are made in or about premises the rateable value of which does not exceed £40 a year, and which are used at the date of this Order for the purpose of such dealings, a person shall not deal in sweetmeats by retail

(*a*) after 31st May, 1918, except in or about premises in respect of which he has applied for a certificate of registration as a retail dealer in sweetmeats in respect of those premises; or

(*b*) after 30th June, 1918, except in or about premises in respect of which he is the holder of a certificate of registration as a retail dealer in sweetmeats for the time being in force, granted by the Food Committee for the district in which the premises are situate. Upon the refusal of a certificate of registration the applicant's title, if any, to deal in sweetmeats shall cease.

12. *Interpretation.*]—For the purposes of this Order—

"Sweetmeats" shall include chocolate and sugar confectionery.

"Food Committee" shall mean a Food Control Committee established in pursuance of the Food Control Committees (Constitution) Order, 1917.

13. *Application to Scotland.*]

14. *Exception.*]—Nothing in this Order shall affect the sale of sweetmeats by hawkers from a cart, stall or barrow or sales by means of an automatic machine used for that purpose at the date of this Order.

15. *Penalty.*]

16. *Title and extent of Order.*]—(*a*) This Order may be cited as the Sale of Sweetmeats (Restriction) Order, 1918.

(*b*) This Order shall not apply to Ireland.

12th April.

THE SPIRITS (PRICES AND DESCRIPTION) ORDER, 1918.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned :—

1. *Application of Order.*]—This Order shall apply only to spirits of the kinds mentioned in the first column of the First Schedule to this Order.

2. *Spirits to be sold in licensed premises by measure.*]—A person shall not sell or offer to sell in any part of any licensed premises any spirit otherwise than by reputed quart bottle or by imperial measure or by half or quarter or one-fifth or one-sixth part of a gill, quartern or noggin.

(3) *Restriction on certain sales in licensed premises.*]—(*a*) A person shall not sell or offer to sell in any part of any licensed premises having a public bar any spirit of a kind mentioned in the first column of the first schedule to this Order unless spirit of a kind and (where mentioned) of a strength set opposite to such spirit in the second column of such schedule is on sale by measure in the public bar of such premises.

(*b*) Nothing in this clause shall apply in England or Wales to any sale in premises licensed only for sale for consumption off the premises.

4-6. [Maximum prices on retail sales in licensed premises. Maximum price on wholesale sales to a licensed trader. Maximum prices on other sales.]

10. *Certificate of analyst.*]—In any proceedings in respect of an infringement of this Order, the production of the certificate of the Principal Chemist of the Government Laboratories or of an Analyst appointed under the Sale of Food and Drugs Acts shall be sufficient evidence of the facts therein stated unless the defendant require that the person who made the analysis be called as a witness. The certificate of the Principal Chemist or of the Analyst shall, so far as circumstances permit, be in the form required by the Sale of Food and Drugs Act.

11. *Defence.*]—If in any proceedings against a licensed trader for charging a price in excess of any maximum price applicable under this Order it is proved that an offence has been committed, but the defendant proves :

(*a*) that he purchased the spirit in question from a person who sold it as spirit of a kind or strength which justified the price charged by the defendant; and

(*b*) that he had no reason to believe at the time of sale that the kind or strength of the spirit was not such as precluded its being sold at the price charged; and

(*c*) that he has given due notice to the prosecutor of his intention to rely on the provisions of this clause.

the defendant shall be entitled to be discharged from the prosecution.

12. *General prohibition.*]—A person shall not sell or offer to sell any spirit at a price exceeding the maximum price applicable under this Order, or in connection with a sale or disposal or proposed sale or disposal of spirit enter or offer to enter into any artificial transaction or make or demand any unreasonable charge.

13, *Interpretation.*]

14. *Exception.*]—Nothing in this Order shall apply to the sale of spirits on passenger vessels.

15. *Infringements.*]

16. *Title and extent and commencement of Order.*]—(*a*) This Order may be cited as the Spirits (Prices and Description) Order, 1918.

(*b*) The provisions of this Order relating to such conditions of sale and price as are applicable on a sale of spirit by retail in licensed premises shall not apply to Ireland.

(*c*) This Order shall, except where otherwise stated, come into force on the 1st May, 1918.

22nd April.

[Schedules of Spirits and Prices.]

THE LONDON AND HOME COUNTIES (RATIONING SCHEME) ORDER, 1918.

Directions.

In exercise of the powers reserved to him by the above order, the Food Controller hereby directs that until further notice a person shall not obtain or attempt to obtain any butter or margarine from any retailer other than the retailer with whom such person is for the time

being registered for butter and margarine, except where it is otherwise provided by the food card in right of which butter or margarine may be obtained by him.
27th April.

THE COLD STORAGE (RESTRICTION) ORDER, 1918.

1. It shall be an implied term of every agreement made on or after the 1st May, 1918, for the storage in cold store of any article that such article shall be taken out of cold store within seven days after notice in that behalf given by the Food Controller.
2. The Food Controller may at any time by notice under this Order prohibit the delivery of any article or class of article into cold store or require any article or class of article to be taken out of cold store and all persons concerned shall comply with the provisions of any such notice.
3. A person having possession or control of any cold store whether public or private shall observe all such directions with regard to the use thereof as may from time to time be given by the Food Controller.
4. *Infringements.*]
5. This Order may be cited as the Cold Storage (Restriction) Order, 1918.
27th April.
Notice.—Correspondence with respect to this Order should be addressed to:—The Secretary, Ministry of Food (Cold Storage Section), County Hall, Westminster Bridge Road, S.E. 1.

MEAT (MAXIMUM PRICES) ORDER, 1917.

Direction.

The Food Controller hereby directs pursuant to Clause 1 (*b*) of Part I. of the Meat (Maximum Prices) Order, 1917, that on and after the 29th April, 1918, until further notice the maximum wholesale prices for the various cuts of pig meat mentioned in the Schedule shall in Ireland be at the rates specified in the Schedule.
27th April.

[Schedule of Prices.]

ORDER OF THE FOOD CONTROLLER REVOKING THE DRIED FRUITS (RESTRICTION) ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes the Dried Fruits (Restriction) Order, 1917, but without prejudice to any proceedings in respect of any contravention thereof.
1st May.

THE GREEK CURRANTS (MAXIMUM PRICES) ORDER, 1918.

1. *General restriction.*]—No person shall buy or sell or offer to buy or sell at prices exceeding the permitted prices any currants produced in Greece which have not at the date of this Order arrived in the United Kingdom.

2. *Maximum prices.*]—The permitted prices shall be the prices prescribed from time to time by the Food Controller by notice under this Order and shall until further notice be the prices set out in the Schedule to this Order against the varieties of currants therein named.

3. *Terms of trading.*]

4. *Exception.*]—Nothing in this Order shall apply to:—
(i) sales of currants by retail,
(ii) sales of currants by wholesale under the Dried Fruits (Distribution) Order, 1918.

5. *Penalties.*]

6. *Title.*]—(*a*) This Order may be cited as the Greek Currants (Maximum Prices) Order, 1918.
(*b*) This Order shall come into force on the 11th May, 1918.
1st May.

[Schedule of Prices.]

THE FOOD HOARDING (AMENDMENT) ORDER, 1918.

The Food Controller hereby orders that the Food Hoarding Order, 1917 (hereinafter called the Principal Order), shall be amended as follows:—
1. Clause 5 of the Principal Order is hereby revoked and the following clause is substituted as from the 1st May, 1918:—
"5. For the purpose of this Order, the expression 'article of food' shall mean every article which is used for food by man and every article which ordinarily enters into or is used in the composition or preparation of human food, and shall include tea, coffee and cocoa."
3. *Title.*]—This Order may be cited as the Food Hoarding (Amendment) Order, 1918.
1st May.

ORDER AMENDING THE EDIBLE OFFALS (MAXIMUM PRICES) ORDER, 1918.

The Food Controller hereby orders that the Edible Offals (Maximum Prices) Order, 1918 (hereinafter called the Principal Order), shall be amended as follows:—
1. The Schedule to this Order shall as from the 2nd May, 1918, be substituted for the Schedule to the Principal Order.
1st May.

[Schedules of Prices.]

THE FISH (REGISTRATION OF DEALERS) ORDER, 1918.

GENERAL LICENCE.

The Food Controller hereby authorizes all persons concerned until further notice to deal (whether by wholesale or retail) in shell fish of all kinds notwithstanding that such persons have not applied for or obtained licences as wholesale dealers or certificates of registration as retail dealers in fish under the above-mentioned Order.
3rd May.

THE TEA (RETAIL PRICES) ORDER, 1918.

1. *Interpretation.*]—For the purposes of this Order, the expression "National Control Tea" shall mean all Indian or Ceylon Tea which after the 17th February, 1918, may have been or may be sold by wholesale on account of the Food Controller in whatever hands such tea may be.
The expression "Institution" shall mean a public or private hospital, sanatorium, convalescent or nursing home, workhouse, infirmary, asylum, corporation or company not established for purposes of trading or profit, a religious or charitable community, a residential school or college and a canteen.

2. *Retail price for tea.*]—(*a*) The price on the occasion of any retail sale of Tea shall be at such rate as the Food Controller may from time to time prescribe by notice under this Order either generally or for any class of tea.
(*b*) Until further notice the price for every class of tea shall be at the rate of 2s. 8d. per lb. provided that where Tea is sold to an institution at one sale in a quantity of not less than 20 lbs. to be delivered in any one month, the price shall be at the rate of 2s. 6d. per lb. with an addition at the rate of ½d. per lb. if the Tea is blended or if the original import packages have been broken.

3. *Delivering packages and credit.*]—Where the purchaser, on the occasion of a retail sale, requires Tea to be delivered to his premises, a reasonable additional charge may be made for such delivery not exceeding ½d. per lb., or any reasonable sum actually paid by the seller for carriage; but no charge may be made for packages or for giving credit.

6. *Revocation.*]—The Tea (Prices) Order, 1918, is hereby revoked as on the 6th day of May, 1918, but without prejudice to any proceedings in respect of any previous contravention thereof.

7. *Infringements.*]

8. *Title.*]—This Order may be cited as the Tea (Retail Prices) Order, 1918.
4th May.

ORDER AMENDING THE FOREIGN HOLDINGS (RETURNS) ORDER, 1918.

The Food Controller hereby orders that the Foreign Holdings (Returns) Order, 1918 (hereinafter called the Principal Order) shall be amended as follows:—
1. Clause 2 of the Principal Order shall be revoked as from the date of this Order (but without prejudice to any proceedings in respect of any contravention thereof) and the following clause shall be substituted:—
"2. Any person who after the date of this Order is or becomes to his knowledge the holder on a foreign account of any article or the document of title to any article which is mentioned in the schedule or which may from time to time be added to the schedule by the Food Controller by notice under this Order shall, within ten days of becoming the holder of such article or document or of the inclusion of any such article in the schedule to this Order, as the case may be, furnish a return of such article and of such other matters as are necessary to complete the prescribed form of return."
2. As from the 11th May, 1918, the schedule to the Principal Order shall be amended by the addition of the following words:—
"10. Grass seeds, clover seeds, vegetable seeds and root seeds."
2nd May.

Legal News.

Changes in Partnerships.

Dissolutions.

HERBERT EDWARD HURD and MERTON ADDLESTONE JONES, solicitors (Hurd, Crook, & Jones), 4, King-street, Cheapside, in the city of London, and 16, High-street, North Finchley, in the county of Middlesex. March 31.

CHARLES LUPTON, EDWARD HAUXWELL DODGSON, and BERNARD MERIVALE, solicitors (Nelson, Eddisons, & Lupton), 34, Albion-street, in the City of Leeds. March 1. The said Charles Lupton and Edward Hauxwell Dodgson will continue to carry on the said business at the same address and under the same firm name.

[*Gazette*, May 21.

Honours and Appointments.

His Honour Judge BRYN ROBERTS has been transferred from County Court Circuit No. 30 (Glamorganshire) to Circuit No. 29 (Chester and North Wales), in place of the late Judge Moss, and Mr. ROWLAND ROWLANDS has been appointed Judge of Circuit No. 30.

The honour of Knighthood has been conferred upon Mr. A. W. G. RANGER, M.A., D.C.L. Dr. Ranger, who was born at Brislington, and celebrated his seventieth birthday last March, has been blind since he was fifteen years of age. He has been for thirty-five years an active partner in the firm of Ranger, Burton & Frost, solicitors, Fenchurch-street, and for thirty years he has acted professionally for the Salvation Army. After receiving part of his education at the College for the Higher Education of the Blind, Worcester, he went to Worcester College, Oxford, where he took a first-class in jurisprudence, and was *proxime accessit* for the Vinerian Law Scholarship. He is believed to be the only blind man to take the degree of D.C.L. at Oxford.

For over half a century Dr. Ranger has been a voluntary worker for the blind; indeed, he was one of the pioneers in such work. He has been connected with the National Institute for the Blind for fifty years, almost since its foundation. He is now chairman of the committee. He is also associated with Sir Arthur Pearson in the work at St. Dunstan's for blinded sailors and soldiers. He is governor, hon. secretary, and one of the trustees of the College for the Higher Education of the Blind, is on the council of the Barclay Home for Blind Girls (Brighton), and hon. secretary to the trustees of the Scholarship Fund for Blind Boys and Girls.

General.

The Council of the Society of Incorporated Accountants and Auditors have unanimously re-elected Mr. Arthur Edwin Woodington (A. E. Woodington & Bubb), London, and Mr. William Claridge, M.A. (W. Claridge & Co.), Bradford, to the respective offices of President and Vice-President for the ensuing year.

Defending a City firm who were charged at the Mansion House on the 16th inst., says the *Times*, with selling margarine at a price above the legal maximum, Mr. E. D. Busby, solicitor, said that the very day after the transaction in respect of which his clients were called before the court a new Order was issued, under which the defendants would have been entitled to charge the price they did. Mr. Busby said these new orders were so numerous that it was difficult for even a lawyer to "keep track" of them. In addition, wholesale dealers were continually receiving telephonic messages from the Food Control Office, asking them to let such and such people have such and such goods. The Lord Mayor agreed, but said he presumed the orders were necessary.

A case of some importance affecting the principle of the rating of churchyards used for burial was decided, says the *Times*, by the Brentford magistrates on Tuesday. The Rev. F. W. A. Wilkinson, vicar of Heston, appealed against the rating of his churchyard by the Brentford Union Assessment Committee at £80 gross and £50 rateable value. It was shewn that the expenditure on the churchyard last year greatly exceeded the income, and it was contended that fees amounting to £119 paid to the vicar for burials, &c., should be his own personal property for the services he rendered. Mr. W. E. Ryde, K.C., for the Assessment Committee, admitted that there was no case laid down upon which a churchyard could be rated, but the law with regard to the rating of tithes laid down that every sum received by a clergyman must be brought into account, and he argued that that principle should apply in the rating of churchyards. The Bench held that the vicar was entitled to the special fees he received, and allowed the appeal. It was intimated that the case might go to the superior Courts.

It has been represented to the President of the Local Government Board that in some cases tribunals are entertaining applications on personal grounds other than those permitted by the Proclamation from men who are covered by the Proclamation, under the impression that in certain cases men have the right of making such applications by virtue of the Regulations recently issued. It is therefore explained that it is not competent to a tribunal, except as expressly allowed by the Proclamation, to entertain an application for any certificate of exemption which, if it had been in force on 24th April, would have been cancelled by the Proclamation. It is provided that the applications allowed by the Proclamation are to be made to an appeal tribunal.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday May 27	Mr. Jolly	Mr. Farmer	Mr. Church	Mr. Goldschmidt
Tuesday 28	Synge	Jolly	Farmer	Leach
Wednesday .. 29	Bloxam	Synge	Jolly	Church
Thursday ... 30	Borrer	Bloxam	Synge	Farmer
Friday..... 31	Goldschmidt	Borrer	Bloxam	Jolly
Saturday June 1	Leach	Goldschmidt	Borrer	Synge

Date	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday May 27	Mr. Leach	Mr. Borrer	Mr. Bloxam	Mr. Synge
Tuesday 28	Church	Goldschmidt	Borrer	Bloxam
We nesday .. 29	Farmer	Leach	Goldschmidt	Borrer
Thursday 30	Jolly	Church	Leach	Goldschmidt
Friday..... 31	Synge	Farmer	Church	Leach
Saturday June 1	Bloxam	Jolly	Farmer	Church

COURT OF APPEAL.

TRINITY SITTINGS, 1918.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE & ADMIRALTY DIVISION (PROBATE & DIVORCE), & THE COUNTY PALATINE & STANNARIES COURTS.

(General List.)

1918.

In re Chateau Thierry's Settlement Uhlig v Greenhill
In re Bicknell, dec Stuttaford v Stuttaford (s o generally)
Richards v Brown (not before June 3
In re Trade Marks No. 48,381 and 303,105 of The Imperial Tobacco Co ld and In re The Trade Marks Acts, 1905
In the Matter of a Petn of Right by De Keyser's Royal Hotel ld (s o for Attorney-Gen)
Marston and ors v Hughes and ors
In the Matter of Applications, 360,169 and 360,170 of the firm trading as Massachusetts Saw Works of Springfield (State of Mass, &c, U.S.A.), to register trade marks and In the Matter of the Trade Marks Act, 1905
Electric Pavilions (Marble Arch) ld and anr v Lorden
In re Georgiana Frances Packe's Trusts Campion v Attorney-Gen
In re Wood dec Wilkinson v Wood

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1918.

Divorce In the Matter of the Legitimacy Declaration Act, 1858 (Beresford orse Tooth v The Attorney-Gen
Divorce Coppinger, R H (Petnr) v Coppinger, G K G (Respt), Lutwyche, G L (Co-Respt) (not before last Monday in June)

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1918.

Horwich v Sicree
The Urban District Council of Westhoughton v Wigan Coal and Iron Co ld
Springman v R Costain & Sons Same v R A Costain and ors (not before next Sittings and costs to be first paid)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1917.

In re Shoreham Harbour Trustees United Kingdom, &c, Institute v Shoreham Harbour Trustees and ors (s o to Michaelmas)

1918.

In the Matter of the Companies Consolidation Act, 1908, and In the Matter of the Worthington Pump Co ld

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APPEALS AND MOTION IN BANKRUPTCY STANDING IN THE "ABATED" LIST. FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re J F P Yeatman (expte Henry Miller v The Trustee and The Debtor), No. 863 of 1910 (Standing over as to costs only from Jan 14, 1916)

Motion.

In re Bernard Boaler part heard (s o generally)

Appeals.

In re A Debtor (expte the Debtor), No. 224 of 1916
In re A Debtor (expte The Debtor v The Petitioning Creditors and The Official Receiver), No. 246 of 1917

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)
Judgment Reserved.

Cole v Lady de Trafford

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1915.

Parson v Nesbitt (s o notice of death of Deft)

1917.

The Ecclesiastical Commrs for England v The Commrs of Inland Revenue (Revenue Side) (s o for Attorney-Gen)
Norman v Brooke (s o for Attorney-Gen)
The Commrs of Inland Revenue v The Trustees of the Settled Estate of the Right Hon Hugh Cecil Earl of Lonsdale (Revenue Side) (s o for Attorney-Gen)
The British and Foreign Steamship Co ld v The King (s o for Solicitor-Gen)
Nijhuis v Lowe, Bingham & Matthews Same v Craig and ors (not before June 15)
Val de Travers Asphalte Paving Co ld v The French Ahphalte Co ld

1918

Geo Lueders & Co v Cooke, Tweedale and Lindsay ld
Warwick, M P v Warwick, T
Sharp E (widow) v Wailes Dove Bitumastic ld
Sambrooke v Wood
Hind v Bradshaw
Emile Beauvois v Joe Richardson
The South Coast Trades Finance Assoc ld v W A Granden and anr (by original action) and W A Granden and anr v The South Coast Trades Finance Assoc and anr (by counter-claim)
Blane, Wright & Martinez ld v Dampskibsacties Otto Thoresens Linie
E Dodsworth v E & H Crichton ld
H Negus v Same
In the Matter of the Arbitration Act, 1889, and In the Matter of an Arbitration between The Produce Brokers Co ld (Buyers) and Charles Weis and Co ld (Sellers)
Roe, W v R A Naylor ld
Roff v British and French Chemical Manufacturing Co ld and Gibson
Miles v Forest Rock Granite Co (Leicestershire) ld
Blackburn Bobbin Co v T W Allen & Co ld
Crane & Sons ld v Osborne & Wood
Ashton & Co ld v London & North Western Ry Co
The Pyman SS Co ("Raithwaite") v The Lords Commissioners of the Admiralty (s o for Solr-Gen)
Joseph Rank ld v Cunard SS Co ld
Bowen v Samuels
J S Holt & Moseley ld v Stewart & Esplen ld
In the Matter of the Arbitration Act, 1889, and In the Matter of an Arbitration between The Kensington and Knightsbridge Electric and Lighting Co and The Notting Hill Electric Lighting Co ld
In the Matter of The Married Woman's Property Act, 1882 Humphery, S W v Humphery, H A (his Wife)
Law and ors (trading as William Jacks & Co) v The Dominion Iron and Steel Co ld
Steam Traders ld v Townsend Bros
In the Matter of an Arbitration Wilhelm Wilhelmsen (The Shipowner) v The Western Fuel Co (The Charterers)
Magnus, C Hansen, v The Norske Lloyd Insce Co ld
Baddeleys & Co v Hugo Landsberger
Mondial Trust Co ld v Lloyds Bank ld
Brys & Gylsen ld v Imperial Steam Ship Co ld and anr
Green and ors v Lawrence and ors
Mertens v Home Freeholds Co
In re The Agricultural Holdings Act, and In re an Arbitration between Lancaster (tenant) and Macnamara (landlord)
Partridge, E C (married woman), v Whitehouse, T E
Naylor, Benzon & Co ld v Krainische Industrie Gesellschaft
Foslind, C A v Hesseler, J K M
Turner & Co ld v Thornton and anr (trading as Thornton and Co)
Stretch v Scout Motors ld
W H Sutton & Sons v Hollerton
May v Whinney
Walsh v Salberg
Hurter v Kerr
Morris v Owens
Greathead & Humbert ld v Oakley, Sollas & Co ld
J & C Swanne ld v The Incandescent Heat Co ld
Burry v The King's Cross Garage ld
Giffin, trading as F Giffin & Co, v S Smith & Co
Houlder and anr v Crown
Hough v Marple & Gillow ld
Aynsley v The Bedlington Coal Co ld
Levy, V F (an infant), by her Father, v The London Housing Soc ld
Minister of Munitions v Tankerville Chamberlayne (Railway and Canal Commission)
Mount v Bruner and ors
Horn v The Great Western Ry Co
Leopold Walford (London) ld v Les Affreteurs Reunts, S A
Bradford Old Bank ld v Sutcliffe
Wm Whiteley ld v Helen Grace Hilt
Hemming v London Electric Ry Co
W M Still & Sons ld v Roburite & Ammonal ld

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.
(Final List.)

1917.

The Welshman—1917—Folio 194 The Corpn of Trinity House v Owners of Steamship Welshman (damage)

1918.

Cedric—1917—Folio 763 G Maurice (Owner of Sailing Barge Yvonne Odette) v The Oceanic Steam Navigation Co ld (damage)
Cedric—1917—Folio 763 G Maurice, owners of Sailing Barge Yvonne Odette v The Oceanic Steam Navigation Co ld (damage)
Rio Preto—1916—Folio 621 Owners of Steamship Radium v Owners of Steamship Rio Preto (damage)
Southwaric—1917—Folio 379 Admiralty v Owners of SS Southwaric (damage)
Belvedere—1917—Folio 514 Admiralty v Owners of SS Belvedere (damage)
Westfalen—1916—Folio 355 Admiralty v Owners of the Barge Westfalen (damage)
Westfalen—1916—Folio 355 Admiralty v Owners of the Barge Westfalen (damage)
Ravenna—1917—Folio 417 Owners of SS Rose v Owners of SS Ravenna (damage)
Margaux—1917—Folio 919 Owners of SS Basil and the Master and Crew suing for their lost effects v Owners of SS Margaux (damage)
Ainsdale—1917—Folios 229 and 535 (consolidated) Owners, &c, of SS Basuta and ors v Owners of Sailing Ship Ainsdale (salvage)
Tourmaline — 1916 — Folio 20 Owners of Steamship John Wilson v Owners of Steamship Tourmaline (damage)
H.M.S. Sunflower—1917—Folio 412 Houlder, Middleton & Co ld v Sub-Lieut Grenville E Temple, R.N. (damage)
Sindora—1917—Folio 377 M H Bland & Co and Enr Sirtzers Bjeigningo Enterprise v Owners of SS Sindora, cargo and freight (salvage)
Cedric—1918—Folio 117 The Canadian Pacific Ocean Services ld v The Oceanic Steam Navigation Co ld (damage)

Without Nautical Assessors.
(Final List.)
1917.
Ingstad—1915—Folio 510. Holman ld v T P Rose ld (demurrage)
1918.
Lizzie—1917—Folio 199 C A Van Liewen v Hollis Bros & Co ld, Smith Bros and Smart & Elsom (demurrage)

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).
(Interlocutory List.)
1918.
Sindora—1917—Folio 337 N H Bland & Co ld and Enr Z Sutzers Bjoignings Enterprise v Owners of SS Sindora

FROM THE KING'S BENCH DIVISION.
(Interlocutory List.)
1917.
Attorney-Gen v Solomon Wolfowitz (Revenue Side) Same v Bernard Singer (Revenue Side)
Allsopp v Central Control Board (Liquor Traffic) (s o till after judgment Cannon Brewery Chancery Appeal delivered)
1918.
Hosier Bros v Lord Derby, Secretary of State for War
Hoffman v Fisher & Sons ld

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.
(From County Court.)
Standing for Judgment.
Appeal.
Bird, A L, v Keep, J S (c a v April 29)

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.
(From County Courts.)
1918.
Olley, W H, v The Union Lighterage Co ld
Wilson, T, v The Blyth Ship Building and Dry Docks Co ld
Gibbins v British Dyes ld

Standing in the "Abated" List.
(Trinity, 1916.)
FROM THE KING'S BENCH DIVISION.
(Final and New Trial List.)
1914.
The Commrs of Inland Revenue v Smyth (Revenue Side) (s o generally)
Hunter v Commrs of Inland Revenue (Revenue Side) (s o for generally)
1915.
Walter Morrison v The Commissioners of Inland Revenue (Revenue Side) (s o generally)
(Interlocutory List.)
1916.
J Soanes & Sons ld (H Huber & Co, Garnishees) v Papier Fabrik Wiessenstein A G (Judgt Debtor) (s o generally)

N.B.—The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to May 17th, 1918.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

TRINITY SITTINGS, 1918.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice NEVILLE.—Except when other business is advertised in the Daily Cause List, actions with witnesses will be taken throughout the sittings.

Mr. Justice EVE.—Except when other business is advertised in the Daily Cause List, actions with witnesses will be taken throughout the sittings.

Mr. Justice SARGANT will take his business as announced in the Trinity Sittings Paper.

Mr. Justice ASTBURY will take his business as announced in the Trinity Sittings Paper.

Mr. Justice YOUNGER.—On each Tuesday afternoon summonses under Trading with the Enemy Act will be taken. Subject thereto, actions with witnesses will be heard throughout the sittings.

Mr. Justice PETERSON will take his business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice PETERSON will take Liverpool and Manchester business on Thursdays, the 30th May, the 13th and 27th June, and the 11th and 25th July.

Summonses before the Judge in Chambers.—Mr. Justice SARGANT, Mr. Justice ASTBURY, and Mr. Justice PETERSON will sit in Court every Monday during the sittings to hear chamber summonses.

Summonses adjourned into Court and non-witness actions will be heard by Mr. Justice SARGANT, Mr. Justice ASTBURY, and Mr. Justice PETERSON.

Motions, petitions, and short causes will be taken on the days stated in the Trinity Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the judges will sit for the disposal of witness actions as follows:—

Mr. Justice NEVILLE will take the Witness List for NEVILLE and ASTBURY, JJ.

Mr. Justice EVE will take the Witness List for EVE and PETERSON, JJ.

Mr. Justice YOUNGER will take the Witness List for SARGANT and YOUNGER, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to 17th May, 1918.

Before Mr. Justice NEVILLE.

Retained Matters.

Adjourned Summonses.

In re T D Coleman, dec Coleman v Coleman
In re Sir Joseph Crosland, dec Crosland v Crosland
In re C D Stephens, dec Vicars-Miles v Public Trustee
In re Hussey, dec Sequeira v Moore
In re Hamilton, dec Hart v Hamilton pt hd

Companies (Winding-up).

Court Summons.

Pacaya Rubber and Produce Co ld (June 10)

Causes for Trial.

(With Witnesses.)

Gough v The Baltic Basic Slag Co ld pt hd (s o)
In re Spiers & Pond ld (s o)
Dugage v Cascalho Syndicate ld (June 5)
In re A E Domm, dec Domm v Domm (not before June 4)
In re J Todd, dec Todd v Sharp
Mackendrick v Murison
Griffin v Ebury
In re Richard Rees, dec Evans v Rees
Cameron v Moore
Davey v Hill
Anglo-American Theatrical Syndicate ld v McLellan
Perrott v Craven Estates Co ld
Miller v Browne
Fairey v Rees
In re Browning Keeling v Grosvenor

Before Mr. Justice EVE.

Retained Matters.

Adjourned Summonses.

In re Constantipidi Cassavetti v Constantinidi
In re Dunn Commercial Union Assce Co v Dunn
In re Crocker Mountstephen v Crocker
In re E Egan, dec Keane v Hoare
In re Pinkham, dec Pinkham v Hasler
Woodman v Pwllbach Colliery Co
In re Rotary Photographic Co ld Erhardt v The Company

Causes for Trial.

(With Witnesses.)

Laurie v Chambers (s o)
Power v Hobart
Evans v Shotton

In re Page, dec Stannard v Page
Weston-super-Mare U.D.C. v Henry Butt and Co ld
Scase v Nascimento
Lawrence v The West Somerset Mineral Ry Co
Whitehead & Poole ld v Sir James Farmer and Sons (Manchester District Registry)
Dorman, Long & Co. ld v Backhouse

Before Mr. Justice SARGANT.

Retained Matters.

Causes for Trial.

(With Witnesses.)

Attorney-Gen v Cory Bros & Co ld pt hd (June 11)
Kennard v Cory Bros & Co ld pt hd (June 11)
Gwynne-Vaughan v Powell
Taylor v Wilton
Ives v Brown
In re Dewar's Patent, No 13,638 of 1904 (June 4)
In re H D Taylor's Patent, No. 12,735 of 1904 (June 4)
In re Worrall's Petition, No. 13,100 of 1904 (June 4)
In re Daimler-Motoren Gesellschaft and In re P & D Act, 1907 (not before July 15)

Adjourned Summonses.

(From Mr. Justice NEVILLE'S List.)

In re James, dec James v James (s o)
In re Scholefield's Trusts Atkinson v Scholefield

Adjourned Summonses.

In re Gordon Public Trustee v Allison pt hd
In re D H Davies Public Trustee v Davies
In re Hayward, dec Hayward v Webb
In re Savage, dec Cull v Howard
In re C Willis, dec Robinson v Willis
In re R B Singlehurst, dec Public Trustee v Singlehurst
Armitage v Borgmann
In re The Constable Settled Estates In re Settled Land Acts
In re L J Cort, dec Jones v Harris
In re Dew's Settlement Public Trustee v Dew
In re Shoesmith & Bayley's Contract and Vendor and Purchaser Act, 1874
In re Isaac Davis, dec Public Trustee v Ruffer
In re Doherty-Waterhouse, dec Musgrave v de Clair
In re Margaret Kirk, dec Kirk v Attorney-Gen
In re Coleman, dec Pochin v Fowke
In re Robert Sinclair, dec Styles v Styles
In re A C James, dec Jones v Kelly
In re H Harrison, dec Johnstone v Blackburn and East Lancashire Royal Infirmary
In re T J P Jodrell, dec Tompkinson v Thackwell
In re W Peacey, dec Marriott v Peacey
In re Ashwin, dec Keyte v Ashwin
In re Elliot's Settled Estates In re Settled Land Acts, 1882-1890
In re David Evans, dec Evans v Evans
In re Tebb Public Trustee v Tebb
Gardner v Faber
In re Dawson, dec Swainson v Dawson
In re Briscoe's Trust Briscoe v Bostock
In re Turnbull's Settlement Public Trustee v Turnbull

Before Mr. Justice ASTBURY.

Retained Witness Action.

Kent v Forsdike

Further Consideration.

The Property and Estates Co ld v Lilley

Causes for Trial without Witnesses and Adjourned Summonses.

In re James N Pimm, dec Malkin v Pimm
In re A M Smith, dec Trevor v Goodhall
Rover v S African Breweries ld (special case) (May 29)
In re Brabourne Settlement Trust Beaumont v Brabourne
In re Goldspink, dec Catchpole v Catchpole (s o)
Amphlett v Brookes
Scantlebury v Angier
In re J Piroth, dec Jennens v Piroth
In re Wyndham & Co ld Radford v The Company
In re Nelson Norris v Nelson
In re H W Moss, dec Moss v Moss
In re Harbord's Settlement White v Garney
McEwen v Thomas
In re H P Edwards, dec Spencer v Heron
In re Kerrison's Settlement In re Settled Land Acts
Prudential Assce Co v Wade
In re Alfred Savill, dec Savill v Savill
In re Stoneham Stoneham v Stoneham
In re A Jolley, dec Jolley v Jolley
In re Moore Bird v Edwards
In re F S Barnard, dec Ritchie v Barnard
In re F H Holmes, dec Holmes v Holmes
In re Marchioness of Ely, dec Taylor v Loftus
Robers v Gellatly
In re Wm Terry, dec Terry v Terry
In re Frederick Cripps, dec Cripps v Cripps
In re J C McEwen's Settlement Evers-Swindell v Smith
In re John Allen, dec Astwood v White
In re J R Bennie, dec Johnson v Bennie
Nash v Nash (s o to May 31)
In re W H Cooper, dec Cooper v Cooper
In re Atkyns, dec Butler v Attorney-Gen
In re W J C Hambley, dec Acheson v Piercey
In re Renew, dec Renew v Humphries
In re G J Moore, dec Moore v Moore
In re Sir George White, dec Theobald v Cane
In re Chadwin, dec Coles v Smith
In re Landor's Settlement Landor v Landor
In re J Lester, dec Johnson v Lester
In re Henry Jenkins, dec Cattley v Jenkins
In re W B James, dec James v Wall
In re Chas Seeley, dec Enfield v Seeley
In re Ruffer Ruffer v Ruffer
In re Llewellin Wethered v Llewellin
In re E F Hadden, dec Hadden v Beadon
In re G Z Smith, dec Smith v Madden
In re Prichard Block v Prichard
In re Pickering Metcalf v Wilson
In re Maunder Public Trustee v Maunder
In re A E Ward, dec Baker v Ward
In re Master, dec Egan v Master
In re H W W Cowley, dec Cowley v Lloyd

Companies (Winding-up) and Chancery Division.

Petitions (to wind up).

Timor Oilfields ld (petn of R H Silley—ordered on Oct 13, 1914, to stand over generally)
Chilian Eastern Central Ry Co ld (petn of A Delimele—ordered on June 15, 1915, to stand over generally)
Tough-Oakes Gold Mines ld (petn of G F S Bowles—ordered on July 6, 1915, to stand over generally)
Colnbrook Chemical and Explosives Co ld (petn of Scottish Tube Co ld—ordered on Dec 5, 1916, to stand over generally)
G H Fernau & Co ld (petn of Public Trustee and ors—ordered on July 31, 1917, to stand over generally)
London County Commercial Re-Insurance Office ld (petn. of Danske Genforsikring Aktieselskab (Danish Re-Insurance Co)—ordered on Jan 22, 1918, to stand over generally)
Paraguay Central Ry Co ld (petn of Frederick J Benson & Co—s o from April 16, 1918, to July 16, 1918)
North West Corpn ld (petn of Goodall, Clayton & Co ld—s o from April 16, 1918, to July 16, 1918)
Rubel Bronze and Metal Co ld (petn of G J Eveson Coal and Coke Co ld—s o from April 16, 1918, to June 18, 1918)
Norman Thompson Flight Co ld (petn of Palmer Tyre ld—s o from May 7, 1918, to May 28, 1918)
Nirpuzha Rubber Estates ld (petn of Hingra Rubber Estates ld—s o from May 14, 1918, to May 28, 1918)
West of England Dairies ld (petn of Dalbeattie Creamery Co ld)
Konski ld (petn of Doust Bros)
Direct Supply Stores ld (petn of Auto-Carriers (1911) ld)
Craven Estates Co ld (petn of Mrs M A Mauffe)
West of England Cinemas ld (petn of H H Harper)

Petition (to confirm Re-organisation of Capital).

Cooper Steam Digger Co ld (ordered on June 16, 1914, to stand over generally)

Petition (to sanction Scheme of Arrangement and confirm Reduction of Capital).

Edison Swan Electric Co ld and reduced (ordered on May 4, 1917, to stand over generally)

Petitions (to sanction Scheme of Arrangement).

William Coleman's Ordinary Shares ld (petn of H W Cutting—ordered on March 3, 1914, to stand over generally)
Geo H Hirst & Co ld

Petition (to confirm Reduction of Capital).

Farm Lands of Rhodesia ld and reduced

Petition (to restore Company's name to Register).

Colonial Syndicate ld.

Motions.

Wood Green and Hornsey Steam Laundry ld Trenchard v Wood Green and Hornsey Steam Laundry ld (to stay action—ordered on Jan 16, 1917, to stand over generally)
Batavia Plantation Investments ld (for injunction—ordered on March 13, 1917, to stand over generally)
American Bowling Alley Co ld (to stay Voluntary Winding-up—s o till first Petition day of Michaelmas Sittings, 1918)

Court Summonses.

French South African Development Co ld Partridge v French South African Development Co ld (on preliminary point—ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)
English and Scottish American Mortgage and Investment Co ld (as to contingent claims part heard—parties to apply to fix day for further hearing—retained by Mr Justice Neville)
General Omnibus Supply (Manufacturing Co) ld (delivery up of books and documents—ordered on Feb. 27, 1917, to stand over generally)
Moylett's Stores ld (to vary list of contributories—ordered on April 3, 1917, to stand over generally)
Yenidje Tobacco Co ld (adjustment of rights of partner Shareholders—ordered on Jan 29, 1918, to stand over generally)
Pacaya Rubber and Produce Co ld (misfeasance)—(with witnesses) (retained by Mr Justice Neville)
Papuan Lands ld (distribution of assets)—not before June 4, 1918
Diesel Engine Co ld (misfeasance)—not before June 11, 1918
Lamplough & Son ld Jackson v Lamplough & Son ld and ors (discharge of Receiver—outstanding liabilities)

Before Mr. Justice YOUNGER.

Retained Matters.

Motions.

Bond v Veitch
Fernau v Fernau

Adjourned Summons.

In re George Raphael, dec Raphael v Barton

Further Consideration.

Shrubsole v Allenby

Applications under Trading with the Enemy Acts, 1914 to 1916.

In re M E Kaufmann's Sohn, enemies, &c
In re Franken Bros, enemies, &c.